

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 31st day of December, 1984, by and between ROBERT W. GREENWAY and MARILYN L. GREENWAY, husband and wife, hereinafter referred to as the "sellers", and JAMES P. HURLEY and MAUREEN KIEHN HURLEY, husband and wife, hereinafter referred to as the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, situated in Skamania County, State of Washington, to-wit:

Lots 1, 2 and 3, Block 2 of MELDAN ACRE TRACTS, 2nd Addition, according to the plat thereof recorded in Book "A" of Plats, at page 96, records of Skamania County, Washington.

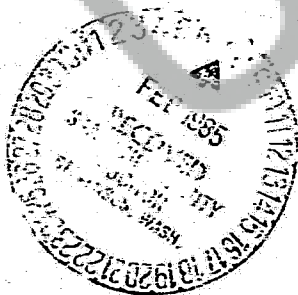
The terms and conditions of this sale are as follows:

1. Purchase Price. The purchase price is TWO THOUSAND ^{K&G} and no/100 DOLLARS (\$2,000.00), of which the sum of ^{ONE THOUSAND} ~~FIVE HUNDRED~~ ^{MLZ} and no/100 Dollars, ^{1000.00} ~~and no/100 DOLLARS (\$500.00)~~ has been paid to sellers in form of earnest money, the receipt of which is hereby acknowledged. The balance of ONE THOUSAND, ^{K&G/MLZ} ~~FIVE HUNDRED~~ ^{\$1,000.00} and no/100 DOLLARS (\$1, ~~500~~.00) shall be paid as follows:

In monthly installments of \$50.00 or more, the first of said payments to be made on or before the 1st day of Feb., 1985, and like payments on the 1st day of each succeeding calendar month thereafter until the entire unpaid principal balance, together with interest, has been paid in full. Purchasers agree to pay interest on the diminishing balance of said purchase price at the rate of 10.75% per annum from date of closing, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

2. Place of Payment. All payments to be made hereunder shall be made into a contract collection account at First Independent Bank, successor in interest to Columbia Gorge Bank, Stevenson, Washington, to to such other designated collection agent as the sellers may direct in writing.

3. Date of Closing. As referred to in this contract, "date of closing" shall be the 31st day of December, 1984.



4. Taxes and Assessments. It is agreed that the current year's taxes and assessments on the subject property shall be prorated between the parties as their interests may appear. The purchasers then assume and agree to pay before delinquency all taxes and assessments which may, as between sellers and purchasers, hereafter become a lien on the real estate.

In the event purchasers shall fail to make any payment hereinbefore provided under this paragraph 4, the sellers may pay such taxes or assessments and any amount so paid shall be deemed a part of the purchase price and shall become payable forthwith, without prejudice to any other rights of sellers by reason of such failure.

5. Inspection and Use of Premises. Purchasers agree that full inspection of said premises has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition thereof. Purchasers further agree not to use the premises or any part thereof for any illegal purpose.

6. Deed. Sellers agree to place a Warranty Deed in Fulfillment of Real Estate Contract with Robert K. Leick, Attorney at Law, Stevenson, Washington, with instructions that said Warranty Deed is to be delivered to the purchasers upon proof that this contract has been paid in full; that said deed shall be given free and clear of encumbrances except those of record and any that may accrue hereafter through any person other than the sellers.

7. Date of Possession. Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on the 31 day of December, 1984, and shall retain possession so long as they are not in default hereunder.

8. Utilities. Purchasers agree to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to the subject premises after date of possession.

TIME IS OF THE ESSENCE OF THIS AGREEMENT. If the purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers' rights hereunder terminated, and upon their doing so all payments made by the purchasers hereunder, and all improvements placed upon the premises, shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property.

SERVICE of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by certified mail at the following address: 327 Kanaka Creek, Stevenson, Washington 98648, or at such other address as the purchasers shall indicate to the sellers in writing. If the sellers, within 6 months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers' rights hereunder, purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

OR, in the alternative, and in addition to any other remedy herein, the sellers may bring an action, or actions, on any intermediate overdue installments, or on any payment or payments made by sellers and repayable by purchasers, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchasers, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

SELLERS:

(Robert W. Greenway)
 (Marilyn L. Greenway)
 (Eleanor (Rita) Hurley)
 (James P. Hurley)

PURCHASERS:

STATE OF WASHINGTON)
) ss.
 County of THURSTON)

THIS IS TO CERTIFY that on this 8th day of JANUARY, 1985, personally appeared before me ROBERT W. GREENWAY and MARILYN L. GREEN-

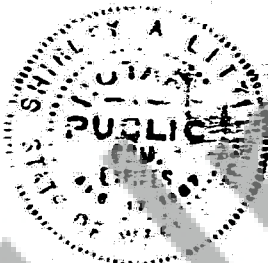
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GIVEN under my hand and official seal this 8th day of January, 1985.

Notary Public in and for the State
Washington, residing at 4140 1st Ave. N.E.

GIVEN under my hand and official seal this 31st day of December, 1984.

Notary Public in and for the State of
Washington, residing at Stevenson



No. 10177
TRANSACTION CHECK
FEB 1953
Amount \$100.00
Sarasota County Treasurer
By Joe [Signature]

[illegible]