

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 10th day of October, 1984, by and between DONALD A. COCHRAN, a single man, hereinafter referred to as the "Seller", and PATRICK J. COCHRAN, hereinafter referred to as the "Purchaser", WITNESSETH:

That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to-wit:

Lot 1 of the DON COCHRAN SHORT PLAT, recorded in Book 2, at Page 159, Plat Records of Skamania County, Washington.

1. Purchase Price. The total purchase price is TWENTY THOUSAND and no/100 DOLLARS (\$20,000.00), payable in the amounts and at the times stated below:

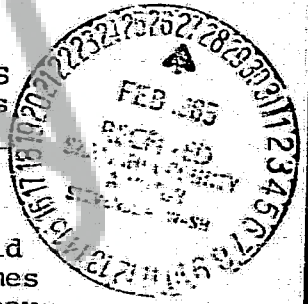
In monthly installments of TWO HUNDRED DOLLARS (\$200.00) each, the first of said installments to be due and payable on or before the 10th day of October, 1984, with like payments continuing thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 1% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to Purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

2. Deferred Payments. It is agreed that during any period Purchaser is unemployed, up to 4 months of payments may be deferred without penalty.

3. Date of Possession. It is agreed that the Purchaser shall have possession of the subject property on the 10th day of October, 1984.

4. Taxes and Assessments. Purchaser agrees to pay all taxes and assessments legally levied against the subject property before the same shall become delinquent.

5. Insurance. Purchaser agrees to keep and maintain insurance on the improvements on said premises in the amount of the purchase price. Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises, and to keep



the buildings and all improvements on the premises in good condition and repair and not to permit waste. Purchaser further agrees not to use said premises for any illegal purpose.

6. Failure of Purchaser to Make Payment of Taxes and Assessments, or to Provide Insurance. In the event the Purchaser fails to make any payment hereinbefore provided in Paragraphs 4 and 5, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become due and payable forthwith, without prejudice to any other rights of Seller by reason of such failure.

7. Inspection of Premises. Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor his assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

8. Title Insurance. Seller agrees to procure within ten days of the date hereof, a Purchaser's Policy of Title Insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or by reason of prior liens, if any, not assumed by Purchaser in this agreement.

9. Warranty Deed. The Seller agrees, upon full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

TIME IS OF THE ESSENCE of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof, promptly at the time and in the manner herein required, subject to Paragraph 2 above, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty

(30) days thereafter, this agreement shall be at an end and null and void if in the mean time the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by certified mail at the following address: RT. # 1
Box 107 St. Albans, N.V., or at such other address as the Purchaser shall indicate to the Seller in writing.

OR, IN ADDITION TO THE REMEDY SET OUT ABOVE, the Seller may bring an action, or actions, on any intermediate overdue payment, or on any payment or payments made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchaser, 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 Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

IT IS FURTHER AGREED that should the Seller find it necessary to commence an action to enforce any covenants herein, the Purchaser agrees to pay the expense of searching the title for the purpose of any such action, together with all costs and a reasonable attorney's fee.

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

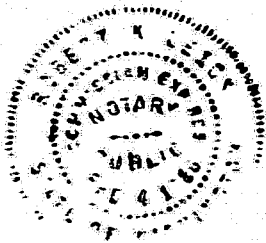
Donald A. Cochran
 DONALD A. COCHRAN - Seller

Patrick J. Cochran
 PATRICK J. COCHRAN - Purchaser

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I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 10th day of Oct., 1984, personally appeared before me DONALD A. COCHRAN and PATRICK J. COCHRAN, to me known to be the individuals described as seller and purchaser respectively and who executed the within instrument, acknowledging that they did so as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

[illegible]