

## REAL ESTATE CONTRACT

## I. SPECIFIC TERMS

## A. PARTIES, PROPERTY AND PURCHASE PRICE

Date: May 2, 89, 1989  
 Seller: EDWARD L. TAYLOR, a single man  
 Seller's Address: 3.47 Cook-Underwood Rd.,  
 Cook, WA 98605  
 Purchasers: STEVEN R. LITTLE and BRENDA K.  
 LITTLE, Husband and Wife  
 Purchasers' Address: .03 Jessup Rd., Cook, WA 98605  
 Real Property Legal Description: A tract of land located in the  
 Northeast Quarter of the South-  
 east Quarter of the Northeast  
 Quarter of Section 15, T3N,  
 R9 E.W.M. in the County of Skamania,  
 State of Washington,  
 described as follows:

FILED FOR RECORD  
 SKAMANIA CO. WASH  
 BY BRENDA K. LITTLE

MAY 17 11 07 AM '89  
 M.P. 03 JESSUP RD  
 COOK, WA 98605  
 GARY M. OLSON

That portion of Lot 1, Block 16, MAZANOLA ORCHARD TRACTS, according to the official plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington, which lies easterly of the county road known and designated as the Jessup Road.

Except that portion thereof described as follows: Beginning at the northeast corner of said Lot 1; thence W 478.5 ft.; thence S 182 ft.; thence E 478.5 ft.; thence N 182 ft. to the point of beginning.

Also Except that portion of Lot 1 of Block 16, of MAZANOLA ORCHARD TRACTS, according to the official plat thereof on file and of record at Page 37, Book A of Plats, records of Skamania County, Washington, as follows: Beginning at the northeast corner of said Lot 1; thence S 332 ft. along the east line of said Lot 1 to the initial point of the tract hereby described; thence W 225 ft.; thence S 328 ft., more or less, to the south line of said Lot 1; thence E 225 ft. to the southeast corner of said Lot 1; thence N 328 ft., more or less, to the initial point of beginning.

Glenda J. Kimmer, Skamania County Auditor  
 By: Glenda J. Kimmer Parcel # 3-9-15-600

12732

REAL ESTATE EXCISE TAX

MAY 17 1989

PAID 194.30W. D. Dwyer

Registered S  
 V. L. E  
E  
 M. E

Title to be Conveyed: Upon Fulfillment of Contract Terms

Form of Deed: Warranty Deed in Fulfillment of Real Estate Contract

Title Exceptions: None

Amount Which has been Paid to Seller: \$ 2,000.00

Balance Due: \$12,500.00  
(Payable to Seller)

TOTAL PURCHASE PRICE: \$14,500.00

## B. TERMS OF DEFERRED AMOUNT TO BE PAID TO SELLER

Interest Rate: Ten (10%) percent per annum

Installment Periods: Monthly

First Installment Date: Thirty (30) days from date of closing; i.e., July 1, 1989

Installment Amounts: \$250.00

Prepayment Provisions: No Penalty

Address to Which Installment Amounts are to be Sent: 3.47 Cook-Underwood Rd.,  
Cook, WA 98605

THE SELLER AND THE PURCHASERS HEREBY AGREE TO THE TERMS HEREINABOVE SET FORTH AND THE COVENANTS AND CONDITIONS CONTAINED IN THE ATTACHED GENERAL TERMS, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE SPECIFIC TERMS AND THE GENERAL TERMS, THE FORMER SHALL CONTROL.

IN WITNESS WHEREOF, the Seller and the Purchasers have executed this agreement as of the date first above stated.

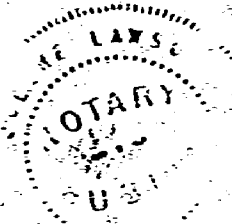
Edward L. Taylor  
"Seller"

Steve R. Little  
"Purchasers"

Oregon  
STATE OF WASHINGTON )  
Clatsop River ) ss.  
County of Skamania )

On this day personally appeared before me EDWARD L. TAYLOR, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day  
of May, 1989.

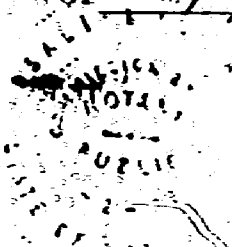


Sharon Lawson  
Notary Public in and for the State of  
Washington, residing at 9-16 Hood River  
My commission expires 9-16-89

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me STEVEN R. LITTLE and BRENDA K. LITTLE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they each signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day  
of May, 1989.



Rosalind M. Davis  
Notary Public in and for the State of  
Washington, residing at Stevenson  
My commission expires June 2, 1989

## II. GENERAL TERMS

1. AGREEMENT OF SALE. The Seller agrees to sell and the Purchasers agree to purchase all that certain real property, above described and hereinafter referred to as the "Property", for the consideration and subject to the terms, covenants and conditions herein contained.

2. PURCHASE PRICE. The Purchasers agree to pay the Purchase Price to the order of the Seller in the manner set forth in the Specific Terms. The deferred portion of the Purchase Price which the Purchasers are to pay to the Seller shall be paid in the Installment Amounts, commencing on the First Installment Date and continuing on the same day of each Installment Period thereafter until the Purchase Price, both principal and interest, has been paid in full. Each payment of the Installment Amounts shall be first applied against interest to date and the balance shall be applied against the principal then due the Seller. Interest shall commence on the date of this contract and continue to accrue until the Seller receives all of the principal. At any time during the term of this contract, the Seller or the Purchasers shall have the right to require that all subsequent payments of Installment Amounts be made through an escrow or collection account, the costs of which shall be borne by the requesting party unless otherwise agreed.

3. PREPAYMENTS. Permission is especially granted to Purchasers to make larger payments at any time, or to pay the contract in full, without penalty.

4. RETENTION OF TITLE AND SECURITY. Except as otherwise provided herein, the Seller's title to the Property shall remain in the Seller until the Purchasers receive delivery



of the Seller's deed. After the Purchase Price evidenced by this contract has been paid in full, the Seller shall deliver his fulfillment deed to the Purchasers. In the event any escrow account is established for this contract, said deed shall be executed and placed with the escrow agent promptly following the opening of said account with instructions to deliver them to the Purchasers when entitled thereto.

5. POSSESSION. Purchasers are entitled to immediate possession of the Property.

6. CLOSING COSTS. The Seller and the Purchasers agree to share equally the costs of closing, including excise tax, attorney's fees and recordation fees.

7. TAXES, ASSESSMENTS AND UTILITY LIENS. In addition to the payments hereinabove provided for, the Purchasers shall pay before delinquency all taxes and assessments becoming a lien against the Property after the date of this contract. Purchasers may, in good faith, contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchasers further agree to pay when due any utility charges which may become liens superior to Seller's interest under this contract. If real estate taxes and penalties are assessed against the Property subsequent to date of this contract because of a change in use prior to the date of this contract for open space, farm, agricultural or timber classifications approved by the County or because of a senior citizen's declaration to defer property taxes filed prior to the date of this contract, Purchasers may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchasers may pay and deduct the amount thereof from the payments next becoming due Seller under this contract. Real property taxes for the current year shall be prorated between Seller and Purchasers.

8. INDEMNIFICATION AND INSURANCE. The Purchasers shall and hereby covenant and agree to indemnify and hold the Seller harmless for any losses, damages, costs, claims and liabilities, including attorney's fees, caused by any negligent, reckless or intentional act of or negligent or reckless failure to act by the Purchasers, about or with respect to the Property, and for any breach of this contract by the Purchasers, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchasers.

Purchasers agree to keep all buildings, now or hereafter erected on the Property continuously insured under fire and extended coverage policies in an amount not less than the balance due Seller, or the full insurable value, whichever is lower. All policies shall have loss payable to Seller as his interest may appear and then to Purchasers. Purchasers may, within 30 days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration, or if the Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Purchasers in insurance policies then in force shall pass to Seller.

9. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Purchasers fail to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this contract, Seller may pay such items and Purchasers shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment(s).

10. CONDITION OF PROPERTY. Purchasers accept the Property in its present condition and acknowledge that Seller, nor his agents or representatives, have given or made any warranty or representation whatsoever concerning the physical condition of the Property or the uses to which it may be put. Purchasers agree to maintain the property in such condition as complies with all applicable laws.

11. RISK OF LOSS. The Purchasers shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this contract. No loss, damage or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract or relieve the Purchasers from their obligation to observe and perform all of the terms, covenants and conditions hereof. Each of the parties hereto releases the other from all liability for damage caused by any act or neglect of the other party, to any property which is the result of fire or other casualty covered by insurance carried at the time of such casualty; provided, however, the releases herein contained shall not apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto; and provided further, nothing in this paragraph shall be interpreted or have the effect of relieving or modifying any obligation of any insurance company, and to the extent any such obligation is so relieved or impaired this provision shall be ineffective.

12. MAINTENANCE AND INSPECTION. The Purchasers shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof. The Seller shall have the right, at all reasonable times and hours, to inspect the Property to ascertain whether the Purchasers are complying with all of the terms, covenants and conditions of this contract.

13. LIENS. Purchasers shall not cause, authorize or permit any mechanics' or materialmen's liens to be placed on the Property. Purchasers shall indemnify and defend the Seller against all liens levied against the Property or any part thereof caused by or through the Purchasers. The Purchasers shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and withholding payment of the lien amount so disputed shall not constitute a default under this contract. No lien shall encumber any interest of the Seller in the Property. In the event the Purchasers shall alter, repair or improve the real property, or erect or construct any new or additional buildings or improvements on the Property or any part thereof (whether acting with or without Seller's consent), all such alterations, repairs, improvements, replacements and additions, including any new buildings and improvements, shall immediately be and become the property of the Seller and subject to all of the terms, covenants and conditions of this contract.



14. COMPLIANCE WITH LAWS AND RESTRICTIONS. The Purchasers shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting the Property; and all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to the Property. The Purchasers shall not use or permit any person to use the Property for or in connection with any unlawful purpose or in any manner which causes a nuisance.

15. CONDEMNATION: If the Property, or any part thereof, is condemned or taken by power of eminent domain by any public or quasi-public authority, the Seller or the Purchasers, or both, may appear and defend or prosecute in any such proceeding. All compensation or awards received from the condemning authority by either the Seller or the Purchasers shall be applied first to the payment of the expenses of litigation, next to the acquisition and installation costs of any replacements or restorations of condemned property requested by the Purchasers in writing not later than fifteen (15) days following the date possession is required to be surrendered by the condemning authority, next to the reduction of the unpaid balance of this contract, next to any other sums then due to the Seller (including accrued and unpaid interest and reimburseable advances and expenses), and the surplus, if any, shall be paid to the Purchasers. No total or partial taking of the property by condemnation shall constitute a failure of consideration or provide a basis for the rescission of this contract.

16. TRANSFER OF PURCHASERS' INTERESTS. If the Purchasers' title to the Property, or any portion thereof, is conveyed to any other person or persons, the Seller may, at his option: (a) following any required notice, declare the entire remaining balance of the Purchase Price and all accrued and unpaid interest thereon immediately due and payable, or (b) adjust the interest rate on this contract, effective as of the date of the transfer. The Seller may elect one of said options by written notice to the Purchasers within fifteen (15) days after being advised in writing of the sale and the transferee, and if such election is not made within that period the above rights for the transaction so described shall be deemed waived. For the purposes of this contract, a "conveyance" of the "Purchasers' title" shall include a transfer by real estate contract, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, lease with option to purchase or for a term in excess of three (3) years (including extension options). A "conveyance" of the "Purchasers' title" shall not include (i) a lease or other transfer of possession of the Property for three (3) years or less without options to purchase the Property or any interest therein; (ii) a transfer to the Purchasers' children; (iii) a transfer by devise, descent, or operation of law resulting from the death of any person comprising the Purchaser; or (iv) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or property settlement agreement in which a spouse of any person comprising the Purchaser retains or acquires the Property. No transfer of the Property or any portion thereof shall release the transferring person from liability on this contract unless such release is expressly acknowledged by the Seller in writing.

17. **PURCHASERS' DEFAULT.** The Purchasers shall be in default under this contract if they (a) fail to observe or perform any term, covenant or condition herein set forth or (b) fail or neglect to make any payment of principal or interest or any other amount required to be discharged by the Purchasers precisely when obligated to do so, or (c) become or are declared insolvent or make an assignment for the benefits of creditors, or file any debtors' petition or any petition is filed against them under any bankruptcy, wage earner's, reorganization or similar act, or (d) permit the property or any part thereof or their interest therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandon the property for more than thirty (30) consecutive days (unless the property is otherwise occupied), or (f) convey the property or a portion thereof without any prior written consent required herein of the Seller.

18. **SELLER'S REMEDIES.** In the event the Purchasers are in default under this contract the Seller may, at his election, take the following courses of action:

(a) **Suit for Delinquencies.** The Seller may institute suit for any installment amounts or other sums due and payable under this contract as of the date of the judgment and any such sums which have been advanced by Seller as of said date pursuant to the provisions of this contract, together with interest on all of said amounts at the default rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

(b) **Acceleration.** Upon giving the Purchasers not less than fifteen (15) days' written notice of his intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Seller herein required for a conveyance of the Purchasers' title to the property, or if the Purchasers commit waste on the property, the Seller may declare the entire unpaid balance of the purchase price and all interest then due thereon and the prepayment premium to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this contract, and together with interest on all of said sums at the default rate from the due date or date of each such advance to and including the date of collection;

(c) **Forfeiture and Repossession.** The Seller may cancel and render void all rights, titles and interests of the Purchasers and their successors in this contract and in the property (including all of Purchasers' then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Seller



records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the Seller may retain all payments made hereunder by the Purchasers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchasers and any person or persons having possession of the said property by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Purchasers or any person or persons claiming by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Purchasers, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Purchasers or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorney's fees. To the extent permitted by applicable statute, the Seller shall have the right to obtain a deficiency against the Purchasers following the forfeiture of this contract for damages caused by waste to the Property.

(d) Judicial Foreclosure. To the extent permitted by any applicable statute, the Seller may judicially foreclose this contract as a mortgage and in connection therewith, may accelerate all of the debt due under this contract if the defaults upon which such action is based are not cured within fifteen (15) days following the Seller's written notice to the Purchasers which specifies such defaults and the acts required to cure the same (within which time any monetary default may be cured without regard to the acceleration); provided, however, such cure period shall be extended for up to thirty (30) additional days to the extent reasonably necessary to complete the cure of a nonmonetary default if the Purchasers commence such cure within fifteen (15) days following the Seller's notice and pursues it with due diligence. The Seller may, but shall not be required, to waive any right to a deficiency judgment in his foreclosure complaint. The Purchaser at any foreclosure sale may (but shall not be obligated to), during any redemption period, make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, use, preservation and protection thereof; pay any taxes and assessments due during such period; insure the Property against loss by casualty; and pay utility bills, liens not extinguished by the foreclosure and other amounts relating to the Property to the extent due during such redemption period, and all of such expenses and payments, together with interest thereon from the date paid to reimbursement at the rate provided by statute for any other redemption amounts, shall be included in the amount required to be paid by any person to redeem the Property.



(e) Specific Performance. The Seller may institute suit to specifically enforce any of the Purchasers' covenants hereunder, and the same may include redress by mandatory or prohibitive injunction; and

(f) Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchasers and the Seller, and the Purchasers shall, thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchasers agree that they will occupy the property as tenants at will, and the Purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy at will, a (fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in this contract, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute and maintain an action for summary possession of the property as provided by law.

19. PURCHASERS' REMEDIES. In the event the Seller defaults in any of his obligations under this contract and such default continues for fifteen (15) days after the Purchasers give the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchasers shall have the right to specifically enforce this contract, institute suit for their damages caused by such default, or pursue any other remedy which may be available to the Purchasers at law or in equity.

20. REMEDIAL ADVANCE. If either party to this contract shall fail to timely pay and discharge any payments or sums for which they have agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default. Upon affording the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchasers fail to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to persons or property or any foreclosure of or a similar action against or affecting any portion of the Property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including their reasonable attorney's fees and together with interest on said expenditures and fees at the default rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is effected.

21. CUMULATIVE REMEDIES; WAIVERS. The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchasers may pursue any other or further remedies to enforce their respective rights under this contract; provided,

however, except as provided in this contract with respect to the Purchasers' transfer of the property, the Seller shall not have the right to accelerate the remaining balance of the purchase price in the event the Seller elects to forfeit the Purchasers' interest in the Property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchasers hereby expressly waive any legal or equitable rights that the Purchasers may have with respect to marshaling of assets. The Seller shall not be required to tender his deed as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

22. **COSTS AND ATTORNEY'S FEES.** If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce his/her rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorney's fees (with or without litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for his/her court costs and reasonable attorney's fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

23. **NOTICES.** Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the specific terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the U.S. Mail and irrespective of actual receipt of such notice by the addressee.



24. TIME OF PERFORMANCE. Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

25. PARAGRAPH HEADINGS. The underscored word or words appearing at the commencement of paragraphs and subparagraphs of this contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

26. GENDER AND NUMBER. The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchasers" and "Seller" refer to either the singular or the plural, as the case may be.

27. DEFINITIONS. As used herein the term "Property" means all of the estate, right, title and interest currently held and hereafter acquired by the Seller in and to the real property described herein and the rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, together with all timber thereon and any repairs, improvements, replacements and additions thereto whether made, erected or constructed by the Seller or the Purchasers prior or subsequent to the date hereof. All capitalized terms in this contract shall have the meanings ascribed herein or set forth opposite the same in the Specific Terms of this contract.

28. INVALIDITY. In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated.

29. LEGAL RELATIONSHIPS. The parties to this contract execute the same solely as a seller and a purchaser. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this contract. All persons executing this contract in their individual capacity acknowledges that this agreement benefits their marital communities and personal recourse may be obtained against the separate property and marital community of any such person and the marital community of such person's spouse.

30. SUCCESSORS. Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchasers shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors and assigns; provided, however, no person to whom this



contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express, written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the Property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need be given.

31. APPLICABLE LAW. This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

32. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchasers shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Purchasers and the Seller subsequent to the date hereof.