FILED FOR RECORD SYAM IS 32 WASH BY SEAMANIA CO. SING

	, P.		
This !	Cours Recented	Tres.	Managraphy & liver

Jun 20 11 23 M '95 Filed for Record at Request of Columbia Title Company GARY M. OLSON AFTER RECORDING MAIL TO: Columbia Title Company Address 165 N. E. Estes Street City, State, Zip White Salmon, WA 98672 Escrow No. 18750 SCHE ANY OFTICNAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - IS NOT A PART OF THIS CONTRACT. REAL ESTATE CONTRACT (RESIDEN/JAL SHORT FORM) 122570

BOOK 150 PAGE 595 1. PARTIES AND DATE. This Contract is entered into on May 25, 1995 between EDWARD J. HEFFERNAN SR. AND AURORA HEFFERNAN, husband and wife and EDWARD J HEFFERNAN JR. AND EUFENIA HEFFERNAN, husband and wife--an "seller" and CLIFFORD F. McGUIRE, a single personas "Buyer." 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the County, State of Washington: following described real estate in SKAMANIA\_ A tract of land in the Southwest quarter of the Northeast quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 1 of Beaudry Short Plat, recorded in Book 2 of Short Plats, Page 112, Skamania County Records. Rights of the Public in and to that portion lying within roads; Easement for utilities, recorded August 3, 1914, in Book P, Page 54; Easement for Pipeline, recorded January 4, 1955, in Book 49, Page 430; Easement for Transmission Lines and access, recorded in Bk 51 Page 225; Easements for access as shown on the recorded short plat, Shamania Cty. 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: 17434 REAL ESTATE FACISE TAX No part of the purchase price is attributed to personal property. JUN 2 0 1995 PRICE. Buyer agrees to pay: PAID 1113.60 87,000.00 Total Price Down Payment Loss

Assumed Obligation(s) SKAMANIA COUNTY TREASURER
Amount Financed by Scholamania County TREASURER 87.000.00 Results in ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and \_dsted. agreeing to pay that certain\_ . Soller warrants the unpaid balance of said obligation is \$\_ which is payable \$ on or before the interest at the rate of \_\_\_\_\_\_ % per annua on the declining balance thereof; and a like amount on or before the\_ ... increafter until paid in Liu. wach and every \_\_ Note: Fill in the date in the following two lines only if there is an early cash out date. NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN \_\_

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

Acres 11:

LFB-44 (8/88) Page 1 of 5

	(e)	PAYMENT OF AMOUNT FINANCED BY SELLER.  Buyer agrees to pay the sum of \$87.600.00 as follows:	
	· ·	an angle of the second of the property of the contract of the	day of
	a to the second	July 19 90 Including interest from JUNE 20 , 1995 at the rate of 9,0000% per annum on the declining bulance thereof; and a like amount	int or more
		on or before the LST day of each and every month therealter u	ntil paid in
		full.  Note: Fill in the date in the following two lines only if there is an early cash out date.	
	NOTWITHSTA	ANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST I	S DUE IN
(		Payments are at oliced first to interest and then to principal. Payments shall be made at	45
	ζ <sub>5</sub> -	PO BOX 1128 WHITE SALMON WA 98572 CONTRACT COLLECTION or such other place as the Seller may be cafter indicate in writing.	<del>ingganis (Assay)) (Assay (La Sasa), MAN</del> AF
	assumed obliga within fifteen (I costs assessed be any remody by Seller for the au	RE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any pration(s), Seller may give written notic: to Buyer that unless Buyer makes the delinquent (15) days, Seller will make the payment(i), together with any late charge, additional interest, per by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the y the holder of the assumed obligation. Buyer shall immediately after such payment by Seller amount of such payment plus a late charge equal to five percent (5%) of the amount so paid press incurred by Seller in connection with making such payment.	payment(s) enaktics, and exercise of r reimburse
	hereunder the f	GATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payment of ligation, which obligation must be paid in full when Puyer pays the purchase price dated, *ccorded as AF*	nts received in full:
	(b) EQUIT cqual to the be sneus brances make no further provisions of Pr	DITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADITIOUM TY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price here balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have as as of that date. Buyer shall thereafter make payments direct to the holders of said encumber payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordate Paragraph 8.  JURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails	en pecomes ssumed said brances and nee with the
	payments withit costs assessed became by the amount so paid next becoming Buyer shall ha	any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the hin 15 days, Buyer will make the payments together with any late charge, additional interest, p i by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exe holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge aid and any attorney's fees and costs incurred by Buyer in connection with the delinquency from given Seller on the purchase price. In the event Buyer makes such delinquent payments on three latest the right to make all payments due thereafter direct to the holder of such prior encumbrance owing on such prior encumbrance from the them balance owing on the purchase payments on the balance due Seller by the payments called for in such prior encumbrance due.	ereise of any of 5% of the one payments see occusions, where we and see which and
	the following	R ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrate is stell to encumber and reservations in addition to the obligations around	ces including ned by Buyer
4	and the obligat	ations being paid by Seller:	
4	, no.		
i.			
	****	TIOTAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.	· · · · · · · · · · · · · · · · · · ·
. 4	25 NOV 35 NOVY	or a roture pattern. I have notinged of all amounts due Scher, Schitt agrees to deliver to duy	er a Statuto y
	Wilmannorder Titos	lead in Endfilment of this Contract. The covernous of Wastanty in Said deed shall not	white or arra
	encumbrance; under person fulfilli ient des	expressioned by Buyer or to defects in title arising subsequent to the date of this Contract be other than the Soller herein. Any personal property included in the sale shall be indeed.	cluded in the
		CHARGES. If any payment on the purchase price is no, made within ten (10) days after the	date it is due.
	Ruyer agrees addition to al	charges. It any payment on the purchase price is it, made within the (10) dayment that is to pay a late charge equal to 5% of the amount of such payment. Such late payment charall other remedies available to Seller and the first amounts received from Buyer effect such late applied to the late charges.	ec ensu oc m
	10. NO AL	MOVERSE EFFECT ON PRIOR ENCUMBRADCES. Seller warrants that entry into this Co prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; sen consented to by Buyer in writing.	ntract will not unless (a), (b)
	11. POSSI	SESSION. Buyer is entitled to possession of the property from and after the date of this	Contract, or

- TAXING, ASSESSMENTS AND LITHLITY LIENS. Boyer agrees to pay by the date due all taxes and assessments beauting a flow against the property after the date of this Contract Buyer may in good faith contest any such taxes or assessments so long as no forfesture or rate of the property is threatened as the result of such contest. Buyer agrees to pay when due any neithy 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 Projecty Taxes filed prior to the date of this Contract, Buyer may demand in writing posturent of such takes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
- 13. INSURANCE. Enver agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and entented coverage publics in an amount not less than the balances weed on obligations assumed by flught plug the balance due Sever, or tall insurable value, whichever is lower. All policies shall be held by the Seller and he in such companies as the Seller may approve and have loss payable first to any holders of underlying encumerance, then to Sever as their interests may appear and then to Buyer. Buyer 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 reste ration or if the Buyer deposits in escrew any deficiency with instructions to apply the rands on the restoration contract, the property shall be restored unless the 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 Buyer in insurance policies them in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, incurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer 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.
- 15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the present of the property of the property of the property in such condition as complies with all applicable laws.
- 16. RISK OF LOSS, Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
- 17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful durage to or destruction of the property. Buyer shall not remove immercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes. Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- 19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits 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, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
- 20. OHFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

  (a) Suit for Installments. Sue for any delinquent periodic payment; or
  - (b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) Porfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surreader possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either depositied in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.
- (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21 RECEIVER. If Soller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving contal or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

## BOOK /50 PAGE 598

- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Schor fails to observe or perform any term, covenant or coudition of this Contract, Buyer key, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
- 24. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reast table attorney's fees and costs incurred in such suit or proceedings.

of their state of the special products the state of the product of the special state of the s		, and to Seller at
or such other addresses as either party ma served or mailed. Notice to Selier shall also		
26. TIME FOR PERFORMANCE. T. Contract.	inne is of the essence in performan	ce of any obligations pursuant to this
27. SUCCESSORS AND ADSIGNS. Sushall be binding on the heirs, successors and		gurnent, the provisions of this Contract
28. OPTIONAL PROVISION SUBS substitute for any personal property specific owns free and clear of any encumbrances. It is Paragraph 3 and future substitutions for Commercial Code reflecting such sequrity in	ied in Furagraph 3 berein other person Buyer becely grants Seller a security is such property and agrees to execute:	nte est in all personal property specified
SELLER	INITIALS:	BUYER
And the same property and the same and the same of the same and the same and the same of the same of the same of		ents and distributions of the contract of the
<ol> <li>OPTIONAL PROVISION — AL improvements on the property without ch withheid.</li> </ol>	prior written consent of Seller,	ake any substantial alteration to the which consent will not be unreasonably
SELLER	INITIALS:	BUYER
30. OPTIONAL PAOVISION - DUE  (c) leases, (d) assigns, (e) contracts to converge for feiture or foreclosure or trustee or sher may at any time thereafter either raise the balance of the purchase price due and payer transfer or successive transfers in the nature stock shall enable Seller to take the above to a spouse or child on Buyer, a transfer inheritance will not enable Seller to take condemner agrees in writing that the property entered into by the transferce.	ON SALE. If Buyer, without written rey, sell, lease or assign, (f) grants an iffe sale of any of the Buyer's interest he interest rate on the balance of table. If one or more of the entities coure of items (a) through (g) above of action. A lease of less than 3 years (in incident to a marriage dissolution any action pursuant to this Paragrapovisions of this paragraph apply to a	consent of Seller, (a) conveys, (b) sells, option to buy the property, (g) permits at in the property or this Contract, Seller he purchase price or declare the entire amprising the Buyer is a corporation, any 49% or more of the outstanding capital soluding options for renewals), a transfer m or condemnation, and a transfer by the provided the transferee other than a my subsequent transaction involving the
30. OPTIONAL PAOVISION - DUE  (c) leases, (d) assigns, (e) contracts to converte for feiture or foreclosure or trustee or sher may at any time thereafter either raise the balance of the purchase price due and payer transfer or successive transfers in the nature stock shall enable Sellier to take the above to a spouse or child of Buyer, a transfer inheritance will not enable Sellier to take condemner agrees in writing that the pro-	ON SALE. If Buyer, without written vey, sell, lease or assign, (f) grants an iff's sale of any of the Buyer's interest he interest rate on the balance of table. If one or more of the entities coure of items (a) through (g) above of action. A lease of less than 3 years (in er incident to a marriage dissolution any action pursuant to this Paragrap	consent of Seller, (a) conveys, (b) sells, option to buy the property, (g) permits at in the property or this Contract, Seller he purchase price or declare the entire imprising the Buyer is a corporation, any 49% or more of the outstanding capital acluding options for renewals), a transfer n or condemnation, and a transfer by th; provided the transferee other than a
30. OPTIONAL PROVISION - DUE  (c) leases, (d) assigns, (e) contracts to converge for feiture or foreclosure or trustee or sher may at any time thereafter either raise the balance of the purchase price due and payetransfer or successive transfers in the natural stock shall enable Seller to take the above to a spouse or child on Buyer, a transfer inheritance will not enable Seller to take condemnor agrees in writing that the property entered into by the transferce.	ON SALE. If Buyer, without written rey, sell, lease or assign, (f) grants an iffe sale of any of the Buyer's interest he interest rate on the balance of table. If one or more of the entities coure of items (a) through (g) above of action. A lease of less than 3 years (in incident to a marriage dissolution any action pursuant to this Paragrapovisions of this paragraph apply to a	consent of Seller, (a) conveys, (b) sells, option to buy the property, (g) permits at in the property or this Contract, Seller he purchase price or declare the entire amprising the Buyer is a corporation, any 49% or more of the outstanding capital soluding options for renewals), a transfer m or condemnation, and a transfer by the provided the transferee other than a my subsequent transaction involving the
30. OPTIONAL PROVISION - DUE  (c) leases, (d) assigns, (e) contracts to convenient or foreclosure or trustee or sher may at any time thereafter either raise the balance of the purchase price due and paystransfer or successive transfers in the natural stock shall enable Seller to take the above to a spouse or child of Buyer, a transfer inheritance will not enable Seller to take condemner agrees in writing that the property entered into by the transferce.  SELLER	ON SALE. If Buyer, without written rey, sell, lease or assign, (f) grants an iffe sale of any of the Buyer's interest he interest rate on the balance of table. If one or more of the entities coure of items (a) through (g) above of action. A lease of less than 3 years (in incident to a marriage dissolution any action pursuant to this Paragrapovisions of this paragraph apply to a	consent of Seller, (a) conveys, (b) sells, option to buy the property, (g) permits at in the property or this Contract, Seller he purchase price or declare the entire amprising the Buyer is a corporation, any 49% or more of the outstanding capital soluding options for renewals), a transfer m or condemnation, and a transfer by the provided the transferee other than a my subsequent transaction involving the

## BOOK ISO PAGE 599

permane payments on the purchase proc. Do assessments and fire insurance premium as will Soller's reasonable estimate.	ic PAYMENTS ON TAXES AND INSURANCE. In adaptive agrees to pay Soller such portion of the real establishment approximately total the amount due during the current y	to taxes and
premiuras, if any, and debit the amounts so paid	e interest. Seller shall pay when due all real estate taxes a to the reserve account. Buyer and Seller shall adjust the re- t balances and changed costs. Buyer agrees to bring the re-	ind insurance serve account
SELLER	INITIALS; BUYER	8 m
4: Typicheld S.: Symposisismir magnificant establishishishishishishishishishid Account da yada belaji dikada mana	Section and the control of the contr	kaçı kilip kurd v oyla dişçinin sayadıktırlı kilip yeşindir.
		and the state of t
33. ADDENDA. Any addenda attached heret	to are a part of this Contract.	8
34. ENTIRE AGREEMENT. This Contract	constitutes the entire agreement of the parties and supercit. This Contract may be amended only in writing executed	edes all prior by Seller and
IN WITNESS WHEREOF the parties have signed	od and scaled this Contract the day and year first above will	iten.
SELLER	BUYER	
	CLIFFORD F. MCGUIRE	
EDWARD J. HEFFERNAN SR.	CLIFFORD F. McGUIRE	
AUROKA HEFFERNAN		in Teach and Markey and Anderson Communications
edward J. Heffernan Jr.		Panda (corpos punh abili basha ay mgi anpan Pangan, appan
EUFENIA HEFFERNAN		<del>Disput springs and an assure of special special specials and the special specials and the special specials are specials and the special specials are specials and the special specials are specials and the special special special specials are specials and the special spec</del>
parts, portions and parcels of t Purchaser, Provided however, th for each acre, or pro-rated to a	ity daeds in partial fulfillment of this cathe subject premises as shall be requested not Purchaser shall pay an additional sum	in writing by
may be, which payments shall be the principal.	fraction thereof, of land so released as forthwith credited upon the outstanding b	the case
		the case
	forthwith credited upon the outstanding b	the case
	forthwith credited upon the outstanding be RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE	the case
	forthwith credited upon the outstanding be RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE	the case
	forthwith credited upon the outstanding be RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE	the case
STATE OF WASHINGTON	forthwith credited upon the outstanding be RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE	the case
STATE OF WASHINGTON COUNTY OF KLICKITAT	forthwith credited upon the outstanding by RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE	the case
STATE OF WASHINGTON COUNTY OF KLICKITAT	forthwith credited upon the outstanding by RECORDER'S NOTE: PURCHASER'S OFIGINAL SIGNATURE ON THIS PAGE	the case
STATE OF WASHINGTON COUNTY OF KLICKITAT  I certify that I know or have satisfactory EDWARD J. HEFFERNAN JR AND EUFENIA are the person s	RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE  Selection of the second	the case alance of
STATE OF WASHINGTON COUNTY OF KLICKITAT  I certify that I know or have satisfactory EDWARD J. HEFFERNAN JR AND FUFFINA are the person s chey signed this instrument and acknowledge mentioned in this instrument.	RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE  ss  y swidence that EDWARD J. HEFFFRNAN SR. AURORA	the case alance of
STATE OF WASHINGTON COUNTY OF KLICKITAT  I certify that I know or have satisfactor, EDWARD J. HEFFERNAN JR AND EUFENIA are the person s chey signed this instrument and acknowledge	RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE  Selection of the second	the case alance of
STATE OF WASHINGTON COUNTY OF KLICKITAT  I certify that I know or have satisfactory EDWARD J. HEFFERNAN JR AND FUFFINA are the person s chey signed this instrument and acknowledge mentioned in this instrument.	RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE  Selection of the second	the case alance of
STATE OF WASHINGTON COUNTY OF KLICKITAT  I certify that I know or have satisfactory EDWARD J. HEFFERNAN JR AND FUFFINA are the person s chey signed this instrument and acknowledge mentioned in this instrument.	RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE  SS  Y SWIDENCE that EDWARD J. HEFFFRNAN SR. AURORA HEFFERNAN Who appeared before me, and send person s acknow ged it to be their free and voluntary act for the uses as	the case alance of
STATE OF WASHINGTON COUNTY OF KLICKITAT  I certify that I know or have satisfactory EDWARD J. HEFFERNAN JR AND FUFFINA are the person s chey signed this instrument and acknowledge mentioned in this instrument.	RECORDER'S NOTE: PURCHASER'S ORIGINAL SIGNATURE ON THIS PAGE  y swidence that EDWARD J. HEFFERNAN SR. AURORA HEFFERNAN who appeared before me, and sold person s acknow ged it to be their free and voluntary act for the uses as	the case alance of

	and the state of	This Space Reserved For Reconstar's Use:
Filed for Record at Request of		
Columbia Title Company AFTER RECORDANG MAR. TO:		
Name <u>Columbia Tic</u>	10. CON 2004	
Address 165 N. E. Ev	tre Street	
Cay, State, Zp White Selmon	. VA 98672	
Escrow No. 18750		

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - IS NOT A PART OF THIS CONTRACT.

#### " KAL ESTATE CUNTRACT (RESIDENTIAL SHORT FORM)

40 (	
s 'seliur and	CLIFFORD F. McGUIRE, a mingle person
	of the second se
-	
o' bluyer." . Golle ANI stionder den	P. P.C.AL DESCRIPTION, Solice agrees to sell to Player and Player agrees to purchase from Seller the ribed real estate in SKAMARIACoraty, State of Washington:
E gidenwe	land in the Southwest quarter of the Northeast quarter of Section 29. North, Range S East of the Willemette Meridian, in the County of Skamania, ashington, lescribed as follows:
or 1 of 5 ounty Rec	eandry Short Plat, recorded in Book 2 of Short Plats, Page 112, Skamenia ords.
Marie a marie and 18 .	ies, recorded August 3, 1914, in Book P, Page 54; Essement for Pipeline, rec 1955, in Book 49, Page 430: Essement for Tremsmission Lines and access, rec acc 252: Essements for access as shown on the recorded short plat, Skemania LFROFERTX. Personal property Famy, included in the sale is as follows:
	s purchase price is sturivated to pensonal property.
io part of the	PRICE. Buyer agrees to pay:  5. 57,000,00 Total Price  1. 57,000,00 Down Paymont

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

recorded as AP#

· · · · •	BOOK '
(c)	PAYMENT OF ANGUNT PINANCED BY SELLER.
	Buyer agrees to pay the sees of 887.000.00 as follows:
	\$ 900.00 or most it buyer's option c.r or before the First day of July , 19 95 including invest from JUNE 1995
	at "e rate of 2.0000 % per ansura in the declaring balance thereof; and a like amount or mean
	on or below the 157 day of such and every mouth thereafter until paid is full.
	Note: Fill in the date is the following two lines only if there is an early each out date.
otwithst ullnot l	anding the above, the entire halance of principal and interest is due in
	Payments no applied first to interest and then to principal. Payments shall be made at
	FO BOX 1128 VHITE SALMON VA 9867/ CONTRACT COLUMNIAN
	or such other piece at the Solier may bereafter implement in writing.
esumed colle	H TO MAKE PAYMENTS ON ASSUMED (DELECATIONS. If Super fails to make any payments on Mon(a), Solier may give written notice to Buyer that unless Buyer makes the delicquest payment(s)
vithia Eltern ( xxts neumod	25) days, Selict will make the payment(s), together with any late charge, additional interest, penalties, and by the Holder of the assemed oblication(s). The 15-day period may be shortened to avoid the execute of
my remotely by	the holder of the assumed obligation. Buyer thall immediately after such they ment by Seller reinforces.
icher for the s	mount of such payment plus a late charge cours to five percent (5%) of the actount so paid plus #1 crais fees lacurred by Soller in connection with matting such varyment.
min man a super 3 to 1	CONTRACTOR OF THE PROPERTY OF

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLEY ARE INCLUDED IN ADDITIONAL

(b) EQUITY OF SELLER AID IN FULL if the believe owed the Selier on the perchase price becomes equal to the balances awed on prior encumbraces being paid by Selier, Euger will be decreed to have assumed said encumbrances at of that date. Buyer shall therester make pryments direct to the holders of said encumbrances and solve so further payments to Selier. Selier shall at the time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

6. (a) OBLIGATIONS TO BE PAID BY SEPLER. The Seller agrees to continue to pay from payments receive horsender the following obligation, which obligation must be raid in full when Payer pays the purchase price to full:

- (c) FAILURE OF CLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If generalis to make any payments on any prior encumbrance, Buyer may give written notice to Selier that unless Selier makes the delimpost payments within 15 days, Buyer will make the payments together with any late charge, additional interest, possibles, and coits accessed by the helder of the prior accombrance. Buyer may deduce the property so and it is energied of the amount so paid and any attempts from payments next becoming due Selier on the parchase prior. In the avent Enver makes such delimposat payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the helder of such prior incumbrance and order or then halance owing on such prior excumbrance from the them believe owing on the payments and reder payments on the balance due Selier by the payments called for in such prior encumbrance as such prior indicates on the balance due Selier by the payments called for in such prior encumbrance as such prior indicates on the balance due Selier by the payments called for in such prior encumbrance as such prior indicates.
- 7. OTHER PACUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following fixed technicies, essential, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Schor:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

- 8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller are to deliver to Buyer a Statutory Warranty Deed in the Milliants of this Contract. The coverages of warranty in said deed shall not apply to any encurshrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
- 9. LATE CHARGES. If any payment on the purchase price is not made within tax (10) days after the date it is dre, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shell be in addition to all other transdict available to Soller and the first amounts received from Buyer after such late charges are due sheld be applied to the late charges.
- 10. NO ADVENCE SEFECT ON PRIOR ENCIPHERANCES, Seller warrants that natry into this Contract will not cause in any prior parameters (a) a breach, (b) accelerated payments, or (c) an incremed interest rate; unless (a), (b) or (c) has been consented to by Bayer in writing.
- 11. POSSESSION. Super is restitled to possession of the property from and after the date of this Contract, or 19 whichever is later, subject to any tenancies described in Paregraph 7.

#### BOOK /50 PAGE 602

TAXES, ASSESSABINTS AND LITTIETY LIEUS. Buyer agrees to pay by the date doe an later we accessore becoming a lice agricult the property after the date of this Contract Buyer may in good take context my such taxes or accessored so long as no forfesture or sale of the property is threatened as the result of such contract. Buyer agrees to pay when due any efficie there are related may become less reporter to Saler's interior under the Contract. If real entate taxes and penalties are assessed against the property makes—but to date of this Contract becomes of a change in the property makes—but to the date of this Contract for Open against the property Taxes filed prior to the date of this Contract. Buyer may seement in writing payment of such taxes and possibles within 30 days. If payment is not made, they may pay and deduct the amount thereof plus 5% penalty from the payments such becoming the titler mades the Contract.

COLUMBIA TITLE WS

- 13. INSURANCE. Boyer agrees to keep all buildings now or hereafter creeied on the property described bereis continuously issued under fire and extended coverage policies in an amount not less than the believes owed on obligations assumed by Buyer plus the believe due fielder, or full insurable value, whichever is lower. All policies shall be hold by the Sofier and be in mele companies as the Selier may appear and there has psychia first to any holders of maderlying encusbrances, then to Solint as their interests may appear and then to Payer. Buyer say while 30 days shor has appointe a contract to substantially restore the premiers to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in encovering discionary with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying succusbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts them in force shall made as the Solier.
- 16. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIBNS. If Buyer fails to pay some or excellently, increase prescribes or utility charges constituting final grief in Solier's interest under this Contract, Solier may pay such home and Buyer shot fortiwith pay Solier the amount thereof these left charge of 5% of the amount of the act of the contract of the amount of the act of th
- IN STREATTION OF PROPERTY. Theyer accepts the property in its present condition and acknowledges that Seller, bit agents and subaperts have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put offer them as set fouth herein. Buyer agrees to maintain like property is such condition as complien with all applicable laws.
- 16. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condomination of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations guarantee to this Contrag.
- 17. WASTE. Buyer shall keep the property is good repeir and shall not not be fit or puffer musts or willed damage to or destruction of the property. Buyer shall not remove examined that is with a written content of Select.
- 18. AGRICULTURAL USE. If the property is to be used prioritizally for agricultural purposes, Buyer agrees to consider farm and fivestock operations in accordance with good insteady practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the provides to take any remousible action to conserve soil, crops, trees and instance.
- 19. CONDEMNATION. Solled and buyer may such appear as owners of an interest in the property in any action concerning condensation of any part of the property. Enger may within 20 New after condensation and removal of improvements, negotiate a contract to substantially restors the product to the solution before the removal. If the contract proceeds are sufficient to pay the contract price for restoration or 2 the Buyer deposits in extremely deficiency with instructions to heavy the funds on the restoration contract, the property shall be restored unless underlying excumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Soller may direct.
- DEFAULT, if the Bay/z falls to observe or perform any term, coverant is condition of this Contract, Scher may.
   Suit for Entrailment/i. See for any dellaquent periodic payment; or
  - (b) Specific Parlorm/200. See for specific performance of any of Buyer's (bligations pursuant to this Contract; or
- (c) Forfelt Beyer's increast. Forfelt this Contract pursuant to Ch. 61.30, RCW, as it is presently enclude and may be control by amended. The effect of such forfeiture include: (i) all right, title and interest in the property of the Huyer and all pursuas chalod/g through the Huyer shall be terminated; (ii) the Huyer's rights under the Contract shall be executed; (iii) all sunya presently paid under the Contract shall be constituted by the Seller or other person to whom paid and softled thereto; (iv) all improvements under to and imharvested crops as the property shall belong to the Seller; and (v) Huyer shall be required to surrender possession of the property, to proviments, and unbarvested crops to the Seller; and (v) Huyer shall be required to surrender possession of the property, to proviments, and unbarvested crops to the Seller; and (v) Huyer shall be required to surrender possession of the property.
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Schor's reasonable attempts fact and costs incurred for services in preparing and sending such Notice and stating that if payment parsuent to said Notice is not received within thirty (30) days after the date said Notice is either deposition in the malt addressed to the Buyer or personally delivered to the Buyer, the entire by ance owing, including interest, will become installately due and psyable. Select may thorough institute suit for payment of such balance, interest, late charge and reasonable attorney's feet and costs.
- (c) Judicial Poreclosure. Sue to foreclose this contrast as a mortgage, in which swent Nayes may be liable for a deficiently.
- 21 KECHIVER. If a fler has instituted any proceedings specified in Faragraph 20 and Buyer is receiving sental or other iscome from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect School statement.

### BOOK /50 PAGE 603

conditive of this Contract, Buyer may, orform vace unless the brenches decign	, wher 30 days' written notice to Se'. Need in said notice are cared.	har, institute said for dessages or specific
<ol> <li>NON-WAIVER. Pailero of ski strougher sivel not be construed as a presender and shall not projudice any re</li> </ol>	Whiter of africt regimentance theread	numerics of the other party's obligations than of all of the other party's collections
curred by the other party. The prevail	Hay meety in any mit instituted prints	is Costrul, the purty responsible for the of service of votices and title searches, out of this Contrast and in any forfeiture autoracy's how and costs incurred in such
NOTICES. Notices (half be skile regular first class mali to Dwyer at . L.	r personally served or shall be sent or LYNDERHILL ROLD, WILL VALLE	urfalied rasil, noture receipt requested and
annakin manantakin dana pirinara dainara kita matanda mahamilian di "mada kitanania, alamanda mananda		
tuch other addresses as eithe party red or mailed. Notice to Soller that a		uity. Notices shall be decaded given when
		auce of any obligations luminant to this
SUCCESSORS AND ASSIGNS. If he histing on the heirs, coccessors is	Subject to say restrictions against the and essigns of the Selectand the Huyer	ignment, the provisions of this Contract
navarance of any parametra property special Paragraph 3 and from a substitutions a property of the property special and according	cined in Paragraph 3 heroid other per t. Buyer kersby grazil Seller a security of with monority and access to security	PERSONAL PROPERTY, Boyer may small property of like patter which Buyer Interest in all personal property specified a financing statement under the Uniform
SELLER	inutials:	BUYER
the same of the sa	- X	
Commission of Property and Prop		An assessment and assessment assessment as a second as a second assessment as a second as a second as a second assessment as a second as a second as a second as a second as a secon
OFTIONAL PROVISION - A movements on the property without sheld.	ALTERATIONS. Buyer aball not a the prior within consent of Seller,	nake say substantial alteration to the which concest will not be unreasonably
SEILER	initials;	BUYER
		and the second s
		and manuscripting as an experience unity (by ) painting to be approximated as
citate as foreclosure or irrates or interest for interest for irrates or irrates or irrates or its second of the parabase price one and parabase of successive transfers in the next small makes softer to take the about a spurse or child of layer, a transfer irrates or while of layer, a transfer irrates of the second of layer, a transfer irrates of layer, and a layer irrates of layer, a transfer irrates of layer, and a layer irrates of layer, a transfer irrates of layer, a transfer irrates of layer irra	andy, and, hears or assign, (1) which are considered and the Boyer's latered with balance of the balance of the officers of the officers (a) through (a) above of a crices. A lease of the than 3 years (1) the indicate of the balance of the stan 3 years (1) the indicate of the stan 3 years (1) the indicate of the stan 3 years (1) the indicate of the standard of the	a consent of Seller, (a) coacys, (b) cells, applica to buy the property, (c) permits a set in the property or this Contract, Seller the purchase price or declare the entire comprising the force of the outstanding capital actuality of more of the outstanding capital actuality options for reservals), a transfer by ph; provided the transferos other than a many subsequent transactions involving the
SELLER	initials:	BUYER
arrang and the second state of		chargement described and facilities of periodical productions are made uncertainted and the dead A.
THE CONTRACTOR BY SUCCESS OF LINE LINES.	on the purchase price. This ca prior encumbraness, Emper to The purchase price.	DR FNCUMBRANCES, If Buyer elects have price derein, and Solior, bucause of agrees to forthwith pay Solier the amount
DAWARATAN	initials:	BUYEX
		Toronto has an interrupt agree of their statement to the section of the section o
And the second section of the second second section of the second second section section second second second		Tambay in the considering and a field of the field of the company in the company of the considering and

# 150 PAGE 604

	shall be \$D	ST . W
Tructive payments from Engar chall not provinged, if any, and debit the appropria	stone interest. Seller shall say we to paid to this reserve account. Baye and the latter and the second in the sec	or due all real estate times and insurance r and Solice shall effect the recurse account Buyer agrees to be by the reserve account
JELLER	initials:	BUYEN
Marie and the second		former processed account to appropriate and the processed and a processed and
trined impropried to principles and real control of the paper of the p		The transferrence of the control of
d. ADDENDA. Any addends attached		
34. ENTIRE AGREEMENT, Tale Co agreements and 'inderstandings, written of Buyer.	utract constitutes the estire agreem of oral, This Contract may be amon	cest of the parties and supercedes ad prior
N WITNESS WHEREOF the parties as:	w signed and souled this Contract th	e day and was first stone misses
d WM SELLER		RIIVED
	- Litter	J. J. Milyrunia
AUTONA INTERNAL NEWS	COKIAL	UCAI TEE
DANSO J. HOVERNAND	to	
WHATA GAPPERSON SUFFER	nam	
khAt any time or times after o	losing. If nurshees have	than made all payments herein
ADDAM DEDATORS OF DO BESTS OF	化二丁二丁 医阿拉克氏征 医多种毒素 医多头	the mixely defined the service and with a
their good and sufficient wa	r to rurchaser, at any ti	me and all times and times there
Surray, Dorradha and Darsaria	OF THE RUNTURE NEWSTRAND	a shall be seement to contain
	. that Depairson about an	a specification is all allies
ANA WACH WHILE OF DIO-INCES	to a fraction thereof of	y an additional sum of \$15,000.0
THE WALL WITH OF DECIMEND	to a fraction thereof of	U ON BESTENDIGHT WILL AS BIC BOOK
may be, which payments shall	to a fraction thereof of	y an additional sum of \$15,000.0
may be, which payments shall	to a fraction thereof of	y an additional sum of \$15,000.0
may be, which payments shall	to a fraction thereof, of to a forthwith credited up	y an additional sum of \$15,000.0 land so released as the case on the outstanding belonce of
may be, which payments shall	to a fraction thereof of	y an additional sum of \$15,000.0 land so released as the case on the outstanding balance of ELLER'S ORIGINAL
may be, which payments shall	to a fraction thereof, of be forthwith credited up	y an additional sum of \$15,000.0 land so released as the case on the outstanding balance of ELLER'S ORIGINAL
may be, which payments shall	to a fraction thereof, of be forthwith credited up	y an additional sum of \$15,000.0 land so released as the case on the outstanding balance of ELLER'S ORIGINAL
may be, which payments shall	to a fraction thereof, of be forthwith credited up	y an additional sum of \$15,000.0 land so released as the case on the outstanding balance of ELLER'S ORIGINAL
tay be, which payments shell the principal.	to a fraction thereof, of to a fraction thereof, of be forthwith credited up  REC ER'S NOTE: S SIGNATURES ON THIS	y an additional sum of \$15,000.0 land so released as the case on the outstanding balance of ELLER'S ORIGINAL
tay be, which payments shell the principal.	to a fraction thereof, of to a fraction thereof, of he forthwith credited up  REC ER'S NOTE: S SIGNATURES ON THIS	y an additional sum of \$15,000.0 land so released as the case on the outstanding belonce of ELLER'S ORIGINAL
TATE OF CONTINUES OR EGON  COUNTY OF COUNTY OR COUNTY OF	to a fraction thereof, of be forthwith credited up  REC. ER'S NOTE: S SIGNATURES ON THIS	y an additional sum of \$15,000.0 land so released as the case on the outstanding belonce of ELLER'S ORIGINAL PAGE.
TATE OF COMMENT OR EGON  TATE OF COMMENT OR EGON  OUNTY OF COMMENT MULTINAME  I COMMY that I know or have substanced are the person of the per	to a fraction thereof, of be forthwith credited up  REC. ER'S NOTE: S SIGNATURES ON THIS  LETA HEFFRENAM	y an additional sum of \$15,000.0 land so released as the case on the outstanding belonce of ELLER'S ORIGINAL PAGE.
TATE OF CONTROL OF EGON  TATE OF CONTROL OF THE CON	The forthwith credited up to a fraction thereof, of be forthwith credited up  REC ER'S NOTE: S SIGNATURES ON THIS  WHO appears before me, and whedged it to be their to and v	y an additional sum of \$15,000.0 land so released as the case on the outstanding belonce of ELLER'S ORIGINAL PAGE.
TATE OF THE PARTY OR EGON  TATE OF THE PARTY OR EGON  OUNTY OF THE PARTY OF PARTY OF THE PARTY O	The forthwith credited up to a fraction thereof, of be forthwith credited up  REC ER'S NOTE: S SIGNATURES ON THIS  WHO appears before me, and whedged it to be their to and v	y an additional sum of \$15,000.0 land so released as the case on the outstanding belonce of ELLER'S ORIGINAL PAGE.
TATE OF THE PARTY OR EGON  TATE OF THE PARTY OR EGON  OUNTY OF THE PARTY OF PARTY OF THE PARTY O	The forthwith credited up  to a fraction thereof, of be forthwith credited up  REC ER'S NOTE: S  SIGNATURES ON THIS  WHO appeared before me, and  Medged & to be their : 3 and v	land so released as the case on the outstanding balance of the outstanding balance of ELLER'S ORIGINAL  PAGE  Sald person_s_schrowledged that churany act for the uses and purposes  L. J. L.
TATE OF THE PROPERTY OF EGON OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL	The fraction thereof, of be forthwith credited up  REC ER'S NOTE: S SIGNATURES ON THIS  WHO appeared before me, and weekled it to be their the and we were	land so released as the case of the outstanding belonce of the outstanding belonce of ELLER'S ORIGINAL  PAGE.  ELLER'S ORIGINAL  PAGE.  Saki person_s_ schrowledged that churchy act for the uses and purposes  J. J
TATE OF CONTROL OF THE SHELL THE PRINCIPAL OF CONTROL OF THE SHELL OF	The forthwith credited up  REC. ER'S NOTE: S SIGNATURES ON THIS  WITH THE PROPERTY OF THE PROP	y an additional sum of \$15,000.0 land so released as the case of the outstanding balance of the outstanding balance of ELLER'S ORIGINAL PAGE.  Said person _s schrowledged that chimany act for the uses and purposes  L. J.