FILED FOR LECORD SKAMANIA 80. WASH FILED FOR RECORD AT AEQUEST OF TENBARIA CO, YITLE WHEN RECORDED RETURN TO GARY M. OLSON Manne: Address City, State, Zip 50x 19433 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. BOOK 753 PAGE 480 REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM) I. PARTIES AND DATE. This Contract is entered into on September 22, 1995 between IRENE B. HUFFORD and SUSAN H. POOLE, Trusteen of the IRENE B. HUFFORD LIVING TRUST, dated October 6, 1993 as "Seller" and FEIER MULIALY and DEBRA MULIALY, invabind and wife 2. SALE AND LEGAL DESCRIPTION. Seller a press to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skamania . County, State of Washington: A tract of land in the Northeast Quarter of Section 35, Township 2 North, Rauge 6 East of the Willemette Meridian, in the County of Skamania, State of Washington, lying Northerly of the State Highway . EXCEPTING therefrom the following: That portion conveyed to Washington State Parks and Recreation Commission. recorded May 3, 1994 in Book 142, Tage 882 and recorded November 3, 1987 in Book 107, Page 263. That portion lying within the Power Lines. That portion conveyed to the United States of America recorded June 20, 1990 in Book 119 Page 435, Skamania County Records. 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: 176/3 MEAL ISSUE SAIDE TAX No part of the perchase price is attributed to personal property. SEP22 ME PRICE Buyer agrees to pay: PAID 174.20 \$ \_\_1/\_000\_00 Total Price 4,000.00 ) Down Payment Assumed Obligation (s) Appoint Financed by Seller MAMARIA COUNTY TREASURER 20.000.00 ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Chia scion(s) by sacreting (6) es inchesido bias lo sousil bisque ses sussies subsituation is and agreeing to pay this certain ... AF# sufficient in manufactors. on or before day of 10 A per second on the declining balance thereof shot a like amount on or before the day of each and every therefore and paid in full Market in the early cash on the figures.

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- 12. TAMES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date doe all taxes and assessments becoming a tien against the property after the date of this Contract. Buyer may in good faith contest any such taxes of assessments so long as no forfeiture or fall of the property is threatened as the result of such contest. Buyer agrees 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, Buyer may demand in writing payment of such taxes and penaltics 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. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances cycled on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrance, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substanially restore the premises to their condition before the loss. If the insurance ploceeds 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 resonation contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any in surance 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 then in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails 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 Buyer shall forthwith pay Seher the amount thereof plus a late charge of S% 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 uses to which it may be put other than as set forth herein. Buyer agrees to maintain 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. Suyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial 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 Selier'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 a 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 soudentnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in excrow 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 Seiler may direct.
- 20 DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract. Seller may:
  - (a) Sult for Installments. Sue for any delinquent periodic payment; or
- (b) Specific Porformance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract or
- (c) Forfett Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may be reafter by amended. The effect of eych 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 surrender 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 Sciler's reasonable attorney's fees and costs incurred for partices in preparing and sending such Notice and stating that if payment pursuant to said Notice is extractived highin thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer, the entire balance owing, including intense, will become immediately due and payable. Seiter may thereupon institute suit for payment of such balance, intense, intense, and reasonable attorneys' fels and costs.
- (c) Judicial Ferenciasure. Sue to forecipes this contract as a mortgage, in which event Suyer may be lighte for a delicioney.
- II. RECEIVER If Seller has bestimed any proportings specified in Paragraph 50 and Buyer is receiving rental or other income from the property in necessary to produce Seller's Independent. Digest agrees that the approbabilisated of a receiver for the property in necessary to produce Seller's Independ.

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23. NON-WATTER. Failure of either party to it hereunder shall not be construed as a waiver of sirk hereunder and shall not projudice any remedies as	et performance thereatter provided herein.	Ol wit in the omer he	tty s obityations
24. ATTORNEYS FEES AND COSTS. In the every breach agrees to pay measonable attorneys feets and incurred by the other party. The prevailing party in at proceedings arising out of this Contract shall be entsuch suit or proceedings.	l costs, including costs of sysuit in tiluted arising our filed to receive reason/fole	service of notices and of this Contract and attorneys' fees and	in any forfeiture osts incurred in
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27. SUCCESSORS AND ASSIGNS. Subject to at shall be binding on the heirs, successors and assign	as of the Geller and the Bi	tyci.	
28. OPTIONAL PROVISION SUBSTITUT may substitute for any personal property specified in Buyerowns free and clear of any encumbrances. Buy specified in Paragraph 3 and future substitutions for the Uniform Commercial Code reflecting such sec	Paragraph 3 herein other; /er hereby grants Seller a se such property and agrees (	personal property of t curity interest in all p	ersonal property
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4. ENTIREAGREEMENT. This Contra	ict constitutes the entire agreement of the parties and supercedes all prior or oral. This Contract may be amended only in writing executed by Seller
N WITNESS WHEREOF the parties have	signed and scaled this Contract the day and year first above written.
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