

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

property herein agreed to be sold, and the Buyer hereby assumes all obligations of the Sellers arising out of or in connection with the two Bills of Sale of timber from the State of Washington hereinabove described and the Lease with the Port of Camas-Washougal above described, and agrees to fully perform all obligations of the Sellers in connection therewith and to save the Sellers harmless from any and all loss or liability or damages that the Sellers may sustain on account of the aforesaid Bills of Sale and Lease.

The Buyer agrees that all fire insurance or other insurance obtained by the Buyer on any of the property herein agreed to be sold shall be payable to the Sellers and the Buyer as their interest may appear, and that all insurance policies procured by the Buyer on said property shall be made payable in event of loss to the Sellers and the Buyer as their interest may appear. In case of payment of any loss under any policy, the amount so paid shall be applied either upon the purchase price or used in rebuilding, repairing or restoring the property as the Buyer may elect.

The Buyer agrees to keep the property and premises herein agreed to be sold in as good condition and repair as the same are now in or may be put into until the full purchase price is paid and shall not unreasonably commit or permit any waste on or to said premises or property, and the Buyer agrees to log and remove said timber and merchantable logs in good workmanlike manner and to comply with all laws, rules, and orders, regulations and requirements of any and all authority, Federal, State or otherwise, then in effect or which may affect the property herein agreed to be sold.

When the Buyer shall have paid the full sum of Two Hundred Seventy-seven Thousand, Four Hundred Dollars (\$277,400.00), plus interest if any, as herein provided, then the Sellers will deliver to the Buyer a special warranty deed conveying said real estate which is owned in fee and a bill of sale or assignment of said timber contracts and said personal property and choses in action, all of which shall be subject to all outstanding and unpaid taxes, assessments, liens, and encumbrances, excepting therefrom such liens and encumbrances, if any, that may arise on account of acts or actions of Sellers, and without concurrence of the Buyer.

Time is of the essence hereof and in the event that the Buyer shall fail to make the payments herein provided for at the times herein specified, then the Sellers, upon ten (10) days written notice to the Buyer of such failure, and if payment is not made within said ten-day period, may elect to declare a forfeiture and cancellation of this Contract and Agreement and to declare all of the Buyer's rights herein terminated, and upon their so doing, all payments made by the Buyer hereunder and said property herein agreed to be sold, and all improvements and replacements thereof, shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession of said property. In the event of any other default on the part of the Buyer, after written notice to the Buyer of such default, and upon failure of the Buyer within a reasonable time after due notice, using due diligence in view of all existing circumstances, to cure and/or correct such default, then the Sellers may declare this Contract forfeited and canceled with like force and effect.

IT IS FURTHER AGREED that the parties hereto are obtaining title insurance policies on the real estate first above described which is now owned equally by the parties hereto, the cost of which is to be paid equally by the Sellers and the Buyer, and that the Sellers shall not be required to furnish any further abstract, title insurance or other evidence of title concerning any of the property herein agreed to be sold.

IT IS FURTHER AGREED that either Lee L. Doud or Donald H. Doud will be and is hereby authorized by the other Sellers herein to give consents relative to this Agreement, or