

THIS CONTRACT, made and entered into this 1st day of January, 1980  
between SAMUEL H. SHARP and MARY VIRGINIA SHARP,  
husband and wife,

hereinafter called the "seller," and

BROUGHTON LUMBER COMPANY, a Washington Corporation,  
hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the  
following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

"Lots Two and Four ( 2 & 4 ) Block Three ( 3 ) Manzanola Orchard Tract  
which are the Northwest Quarter of the Northwest Quarter of the Northeast  
Quarter ( NW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  ) and Southeast Quarter of the Northeast Quarter  
of the Northeast Quarter ( SE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  ) in Section 10, Township 3 North,  
Range 9 East, W.M."

The terms and conditions of this contract are as follows: The purchase price is Seventy thousand,

Five Hundred and Twenty and no/100ths  
Twenty-one thousand and no/100ths

is 70,500 dollars, of which  
( \$ 21,000 ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

|        | PAYMENT<br>\$1,000 ( Down Payment ) | INTEREST<br>9 1/2 % | PRINCIPAL<br>21,000 | PRINCIPAL<br>BALANCE<br>49,500 |
|--------|-------------------------------------|---------------------|---------------------|--------------------------------|
| 1/1980 | 6,000                               | 4,704               | 1,256               | 48,244                         |
| 1/1981 | 6,000                               | 4,581               | 1,419               | 46,825                         |
| 1/1982 | 6,000                               | 4,446               | 1,554               | 45,271                         |
| 1/1983 | 6,000                               | 4,309               | 1,701               | 43,570                         |
| 1/1984 | 6,000                               | 4,157               | 1,863               | 41,707                         |
| 1/1985 | 6,000                               | 3,990               | 2,040               | 39,667                         |
| 1/1986 | 6,000                               | 3,766               | 2,234               | 37,433                         |
| 1/1987 | 6,000                               | 3,554               | 2,446               | 34,987                         |
| 1/1988 | 6,000                               | 3,333               | 2,678               | 32,309                         |
| 1/1989 | 6,000                               | 3,097               | 2,932               | 29,355                         |
| 1/1990 | 6,000                               | 3,097               | 2,932               | 29,355                         |
|        | \$ 21,000                           | \$ 39,536           | \$ 41,164           |                                |

BALANCE OF PRINCIPAL DUE 1/1990

\$ 29,356

The purchaser will manage the forest of said real property in  
accordance with present logging practices.

All payments to be made hereunder shall be made at  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be January 1, 1980.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonably expenses of procuring the same shall be paid to the seller and applied as payment in the purchase price hereof unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.



1. If seller's title to said real estate is subject to an existing contract of purchase or sale, the seller shall be bound to execute and deliver to purchaser a statutory warranty...

(2) The seller agrees, upon receiving full payment of the purchase price and interest in the manner and application, to execute and deliver to purchaser a statutory warranty...

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession as long as purchaser is not in default hereunder. The purchaser covenants to keep in buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit to be used, the real estate for any illegal purpose. The purchaser covenants to pay all services, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date provided in this title to possession.

(9) In case the purchaser fails to make any payment (herein provided) or to maintain insurance, or to pay taxes, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, to be repaid by purchaser at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser as seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder, promptly or the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his declaration, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and to recover by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

It is the seller's election to bring suit to enforce any covenant of this contract, including suit to enforce any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of any legal records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Samuel H. Sharp (SEAL)

Mary Virginia Sharp (SEAL)

BROUGHTON LUMBER COMPANY (SEAL)

STATE OF WASHINGTON,  
County of

BY Samuel H. Sharp Pres. (SEAL)

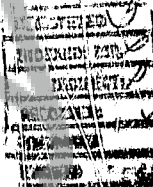
On this day personally appeared before me Samuel H. Sharp and Mary Virginia Sharp  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that  
signed the same as  
free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of

Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO



THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

No. 7360  
TRANSACTION EXCISE TAX

Filed for Record at Request of

FEB 25 1960

Amount Paid 2.00 P. D.

Shelton County Treasurer

By Samuel H. Sharp

NAME Broughton Lumber Co.

ADDRESS The Broughton Lumber Co.

CITY AND STATE Shelton, Washington

NOTARIAL PUBLIC  
STATE OF WASHINGTON  
COUNTY OF SHELTON  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, BEING  
Accepted by me  
OF Shelton, Washington  
ATTEST: Feb 25 1960  
COUNTY CLERK  
COUNTY OF SHELTON, WASHINGTON