

the seller agrees to pay such obligation and will not let the same get in default during the term of this contract. In the event seller fails to make payments on the obligation, purchaser may do so and such payments shall be credited toward the payments due under this contract.

7. Fulfillment Deed. On full payment of the purchase price and interest in the manner hereinabove specified, the seller agrees to execute and deliver to purchaser a Warranty Deed to the property, free and clear of any encumbrances, except those encumbrances and obligations being assumed by the purchaser, if any, according to Paragraph 4 above, and any that may accrue hereafter due to any person other than the seller.

8. Possession. The purchaser is entitled to physical possession on or on closing.

9. Future Taxes. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

10. Insurance Paid by Purchaser. The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to the seller and to the benefit of the seller and purchaser and encumbrancer, as their interest may appear, and to pay all premiums therefor until the purchase price has been fully paid, and to deliver to seller or to such parties as seller may direct the insurance policies, renewal notices and premium receipts.

11. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made. The seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance, or construction charges for sewer, water or electricity, or (c) for alterations, improvements or repairs, unless the agreement is in writing and attached to this contract.

12. General Advancements by Seller. In case the purchaser fails to make any payment to others as herein provided or to maintain insurance, if required herein, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

13. Default Provisions.

(a) Right to Collect Payments. Seller may elect to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the

seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. A 30-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the 30-day period the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney's fees incurred by seller.

(c) Attorney's Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

(2) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

(3) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail and regular mail, postage prepaid, directed to the purchaser or seller at his address stated below. The time specified in any notice shall commence to run from the date of the postmark.

(e) Acceleration. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a thirty (30) day notice of intent to accelerate shall be made by seller in writing. Within the thirty (30) day period, the purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney's fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

14. Condemnation. In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

15. Insurance Proceeds Applied on Contract. In the event of the destruction of any of the improvements on the property by fire or

other casualty, all of the monies received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which seller may be required to expend in procuring such money, or, at the election of the seller, to the rebuilding or restoration of the premises.

16. Nuisance. The purchaser will not create a nuisance or commit waste on the premises.

17. Late Charges. In the event the purchaser shall be delinquent more than fifteen (15) days in making any payment, a late charge of four percent (4%) of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

18. Assignment, Sublet, Lease. The purchaser shall not sell the foregoing real property by contract of sale, nor assign this document, nor sell, transfer, sublet or lease all or any portion of said described premises without first obtaining written consent of the seller.

19. Collection. The seller may place this contract for collection with the agent of his choice, may transfer the collection from one agent to another, and may terminate any collection, all at the seller's election.

20. Seller's Address: 21 1/2th Street, Apartment 2
Washington, D.C.

21. Purchaser's Address: P. O. Box 193
Stevenson, Washington 2854

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 22 day of November, 1979.

SELLER:

PURCHASER:

Thomas J. Tucker
THOMAS J. TUCKER
Corvine A. Tucker
CORVINE A. TUCKER

Thomas J. Tucker
THOMAS J. TUCKER
Corvine A. Tucker
CORVINE A. TUCKER

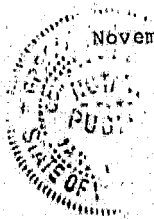
STATE OF WASHINGTON
County of Clark

On this day personally appeared before me THOMAS J. TUCKER and CORVINE A. TUCKER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they 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 17 day of November, 1979.

Sharon J. Niemi
Notary Public in and for the State of Washington, residing at Vancouver.



Unofficial Copy

Indefinite Monarch
Lansett Whitford, Harb
Mace & Whitford Inc. P.S.
P.O. Box 1286
Highway 14, Everett, Suite 429
Vancouver, Washington 98660
Phone: 616-3311

ATTACHMENT TO TUCKER-FLOOD REAL ESTATE CONTRACT

Legal Description of Property Sold: (Located in Skamania County, WA)

BEGINNING at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 2 North, Range 6 East, of the Willamette Meridian; thence North $0^{\circ} 51' 35''$ East along the East line of said Northeast quarter, of the Southeast quarter of Section 27, 500.00 feet; thence North $88^{\circ} 51' 36''$ West 433.88 feet to the center line of Woodard Creek Road; thence Southeasterly along said road to the South line of said Northeast quarter, of the Southeast quarter of Section 27; thence South $89^{\circ} 02' 21''$ East 350.32 feet to the POINT OF BEGINNING.

Subject to County Road right-of-way, and subject to 75' side Northwest Pipeline Easement, and also subject to the following easement for ingress, egress, and public utilities, over, under, and across:

Commencing at a point 500 feet, North $0^{\circ} 51' 35''$ East of the Southeast corner of the Northeast quarter of the Southeast quarter, of said Section 27; thence North $88^{\circ} 51' 36''$ West 325.00 feet to the POINT OF BEGINNING; thence South $20^{\circ} 00' 00''$ West 225 feet more or less to the center line of Woodard Creek Road; thence Northwesterly along said road to a point that bears North $88^{\circ} 51' 36''$ West from the POINT OF BEGINNING; thence South $88^{\circ} 51' 36''$ East 109 feet more or less to the POINT OF BEGINNING.

Reserving unto the Sellers the right to take and use water from the well located on the above-described property enough for one (1) domestic household. If Sellers elect to take and use such water, Sellers shall pay to Purchasers Ten Dollars (\$10.00) per month for each month the water is used. The Sellers' water rights shall be assignable to any person or persons. In the event Sellers elect to assign their water rights, the assignee shall be responsible for making the \$10.00 per month payments to purchaser.