

ADDITIONAL TERMS---- BUYER WILL ALSO HAVE THE RIGHT TO LANDSCAPE THE PROPERTY ON HIS SIDE OF THE ROAD INCLUDING BUT NOT RESTRICTED TO THE PLACING OF GATES ON THE TWO DRIVEWAYS GOING INTO HIS BUILDING SITE.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty --Fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Rights of the Public in streets, roads and highways.

713
713
TRANSACTION EXCISE TAX

231154
Amount Paid
Marva Zee Price
Skamania County Treasurer

(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 so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, 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 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on 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 at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, 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 no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

(11) Upon seller's election to bring suit to enforce any provision of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable attorney's fee and all costs and expenses in connection with such suit, which sums may be included in any judgment or decree rendered in such suit.

If the seller shall bring suit to enforce any provision of the termination of the purchaser's rights hereunder and judgment is entered against the purchaser, the purchaser agrees to pay a reasonable attorney's fee and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree rendered in such suit.

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

Ray I. Laird (SEAL)
Inez Laird (SEAL)
Marva Zee Price (SEAL)

STATE OF WASHINGTON

County of Clark

On this 22nd day of October, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Inez Laird* to me known to be the individual described in, and who executed the within instrument for her self and also as the Attorney in Fact for *Ray I. Laird* and acknowledged to me that she signed and sealed the same as her own free and voluntary act and deed for her self, and also as his free and voluntary act and deed as Attorney in Fact for said *Ray I. Laird* in the capacity and for the use and purposes therein mentioned, and that said principal is not deceased nor insane.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wanda Adams
Notary Public in and for the State of Washington,
residing at Vancouver

 INSURANCE COMPANY

Filed for Record at Request of

MAT. TD.

Name Marva Zee Price

Address 2663 Cambridge

City and State West Linn, Oregon 97068

89812

A portion of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 32, Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington more particularly described as follows:

Beginning at the Northeast corner of said SW 1/4 NE 1/4 NE 1/4; thence southerly 657.95 feet more or less along the east line of said SW 1/4 NE 1/4 NE 1/4; to the Southeast corner thereof; thence westerly along the south line of said SW 1/4 NE 1/4 NE 1/4 321.82 feet; thence northerly parallel to the East line of said SW 1/4 NE 1/4 NE 1/4 657.60, more or less, to the north line of said SW 1/4 NE 1/4 NE 1/4; thence easterly along said north line 326.23 feet, more or less, to the point of beginning.

Also described as Lot 3 of Laird Short Plat as recorded May 21, 1979 on page 104 of Book 2 Skamania County Short Plat records.

Subject to and Together with an easement 60 feet in width for road and utility purposes across the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 32 and following existing gravel road to Duncan Creek Road, a county Road.

Together with an easement 20 feet in width for access from Said Lot 3 to Archer Mountain Road, a private road, as shown on said Laird Short Plat.

ALSO together with an easement for ingress and egress 20 feet in width, over and across an existing road running easterly from Archer Road to Lot 3 of said Laird Short Plat; said existing road being approximately 150 feet northerly of the access easement shown on the Short Plat referred to herein above.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

L. J. ...

AT 10:22 AM ON 23 19 79

WAS RECEIVED IN BOOK 77

ON 23 AT PAGE 43-4

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]

COUNTY AUDITOR

[Signature]

