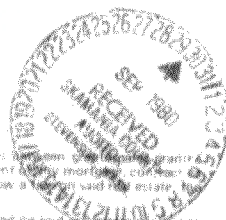


County Board of Washington

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1. 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 duly executed

FULFILLMENT

deed to said real estate, excepting any

interest therein or claim for public use, free of all encumbrances except any that may attach after date of closing through any action or

DEED OF TRUST DATED SEPTEMBER 25, 1979 IN BOOK 56 OF MORTGAGES AT PAGE 752, ADDITION'S FILE NO. 89626.

ANY QUESTION THAT MAY ARISE DUE TO THE SHIFTING OR CHANGE IN THE COURSE OF THE WASHOUGAL RIVER, OR DUE TO SAID RIVER HAVING CHANGED ITS COURSE.

10. Unless a different date is given hereafter, the purchaser shall be entitled to possession of said real estate on date of closing and to receive possession, acting as purchaser or not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair as to all permanent waste and not to sell or permit the use of the real estate for any illegal purpose. The purchaser covenants to keep all water, electricity or construction charges or water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of closing in full payment.

11. If 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 the purchaser on demand, at which time the seller may also have the right to foreclose.

12. 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 or to pay at the time and in the manner herein provided, the seller may elect to receive all the purchaser's rights hereunder, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be retained by the seller as liquidated damages, and the seller shall have the 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 constitute a waiver of any subsequent default.

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

14. Upon seller's election to bring suit to enforce any condition of this contract, it is agreed that any damages incurred hereunder by the purchaser agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the reasonable fee included in any judgment or decree entered in such suit.

15. 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 fee of searching records to determine the condition of title at the date such suit is commenced, which shall be charged to the purchaser 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.

B. A. Brooks (SEAL)
BEN A. BROOKS (SELLER)

J. M. Brooks (SEAL)
JENINE M. BROOKS (SELLER)

D. D. Gustafson (SEAL)
DANIEL D. GUSTAFSON (PURCHASER)

STATE OF WASHINGTON

County of

E. D. Gustafson (SEAL)
ERNEST D. GUSTAFSON (PURCHASER)

On this day personally appeared before me BEN A. BROOKS AND JENINE M. BROOKS, HUSBAND

and me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged that

THEY signed the same as THEIR personal and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this

day of September 1980

No. 7742
TRANSACTION EXCISE TAX

SEP 3 1981
Amount Paid \$550.00

Shannon County Treasurer
By *[Signature]*

91343



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	
RECORDED	
INDEXED	
FILED	
DATE	
TIME	

THIS SPACE RESERVED FOR E. CORDER'S USE

CITY OF SAGINAW	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING BEING BY	
<i>[Signature]</i>	
AT 11:51 a.m. SEP 3 1981	
THE CLERK OF THE COURT	
OF SAGINAW COUNTY, MICHIGAN	
COUNTY CLERK	