

(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 deed to said real estate, accepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any conveyance other than the seller, and subject to the following:

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road along the northerly line of the tract herein described. RESERVING an easement for a water pipeline over and across the southerly 15 feet of the westerly 240 feet of Lot 1, of the Ted Kent Shert Plat located in Section 28, Township 2 North, Range 5 E.W.M, recorded under Auditor's File No. 86674, records of Skamania County, Washington.

(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 remain 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 its 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.

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 or paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect 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 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 entered in such suit.

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

Ted W. Kent (SEAL)
Lavonne I. Kent (SEAL)
Sharon A. Vaceuver (SEAL)
William A. Vaceuver (SEAL)

STATE OF WASHINGTON

County of **CALIX**

On this day personally appeared before me **TED W. KENT and LAVONNE I. KENT, 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 15th day of August 1974

Sharon A. Vaceuver
 County Public in and for the State of Washington
 residing at **Vancouver**



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME RIVER PROPERTIES

ADDRESS 517-17th

CITY AND STATE Washougal, WA 98771

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Sharon A. Vaceuver OF Sharon, WA AT 2:30 P.M. August 28 WAS RECORDED IN BOOK 75 OF Needs AT PAGE 273 RECORDS OF SKAMANIA COUNTY, WASH. BY A.P. Todd COUNTY CLERK

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: PER	<input checked="" type="checkbox"/>
INDEXED: BY	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>

BY B. Bullock

EXHIBIT "A"

A tract of land located in Section 28, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the North quarter corner of Section 28, Township 2 North, Range 5 E.W.M., and run along the North-South centerline South $66^{\circ} 26' 43''$ East 1,025.80 feet to a point, run South $89^{\circ} 43' 23''$ West 50.00 feet to a pipe at point of beginning; run North $89^{\circ} 43' 17''$ East 266.92 feet; run South $27^{\circ} 37' 18''$ East 746.52 feet to westerly boundary of LaBarre County Road; run along road boundary South $45^{\circ} 18'$ West 169.78 feet; run through a curve to the left with a radius of 411.97 feet; through a central angle of $9^{\circ} 45'$ a distance of 70.10 feet; run South $35^{\circ} 33'$ West 66.73 feet; run through a curve to right with a radius of 351.97 feet through a central angle of $8^{\circ} 45'$ a distance of 54.67 feet; leave road and run North $2^{\circ} 04' 35''$ East 411.25 feet to a pipe; run North $36^{\circ} 50' 04''$ West 647.20 feet to the point of beginning.

GRANTING to the purchasers the right of ingress, egress and utilities, in common with others, over and across Sievers Road, a private road, adjoining the North line of this tract and connecting with LaBarre Road.

Also known as Lot 1 of Ted Kent Short Flat.