

Vendor covenants that it is the owner of the above-described property free of all liens and encumbrances except easements and restrictions of record. Purchaser agrees to keep the property free of all liens and encumbrances other than those of record.

Vendor shall furnish, at its expense, a title insurance policy in the amount of Forty Seven Thousand Dollars (\$47,000.00) insuring the marketability of Vendors title.

Vendor agrees that when the purchase price is fully paid, Vendor will deliver a WARRANTY DEED to Purchaser conveying said premises in fee simple, unto Purchaser free and clear of all liens and encumbrances, except those of record.

In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall at its option have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity;
- (b) To declare the full unpaid balance of the purchase price immediately due and payable;
- (c) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises.

Purchaser shall not be deemed to be in default for failure to perform any covenant or condition of this contract until notice of such default has been given in writing by Vendor to Purchaser, and Purchaser shall have failed to remedy said default within 20 days of such notice. If suit or action is instituted in connection with any controversy arising out of this contract, or in enforcement of any right hereunder, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may judge reasonable as attorneys' fees, including fees on an appeal.

Purchaser may assign this contract at any time without written consent of the Vendor.

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

Walter G. Thomson
Vendor - Walter G. Thomson

Thomas S. Gallant
Purchaser - Thomas S. Gallant

Minnie J. Thomson
--- Minnie J. Thomson

Edith M. Gallant
--- Edith M. Gallant

NOTARY PUBLIC FOR WASHINGTON

State of Washington, Skamania County.

On this 30 day of JUNE, 1978 appeared before me the above named Walter G. Thomson and Minnie J. Thomson and Thomas S. Gallant and Edith M. Gallant who agreed to and signed the above agreement of their own free will.

Wallace W. Nickey
Notary Public Of Washington