

(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, 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:

Any question that may arise due to shifting or change in the course of the Kanaka Creek or due to said creek having changed its course.

(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 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.

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

(11) In 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.

Ruben F. Grant
RUBEN F. GRANT, Seller
Evelyn Grant
EVELYN GRANT, Seller

George Gruber
GEORGE GRUBER, Purchaser

Nancy Gruber
NANCY GRUBER, Purchaser

Otto Gruber
OTTO GRUBER, Purchaser

Lois Gruber
LOIS GRUBER, Purchaser

Ruben F. Grant and Evelyn Grant

STATE OF WASHINGTON
County of Skamania

On this day personally appeared before me

to me known to be the individual 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.

GIVEN under my hand and official seal this 20th day of

February, 1979.

Stephen S. Stevenson
Notary Public and Ex. Sec. State of Washington
Residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
RECORDED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE

INDEXED
FILED
RECORDED
AT 3:45 P.M. FEB 21 1979
TAS DEKOR
RECORDING

EXHIBIT "A"

The following described real property, located in Skamania County, State of Washington, to-wit:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 36, Township 3 North, Range 7 1/2 East of the W.M., described as follows:

Beginning at the Point of Intersection of the Centerline of Kanaka Creek (as the said Centerline exists on January 1, 1979) with the Centerline of Primary State Highway No. 8, (now Primary State Road No. 14); thence down the Centerline of Kanaka Creek in a Southerly direction to the Point of Intersection with the Southerly Right of Way line of Primary State Road No. 14, and the True Point of Beginning of this description; thence continuing along said Kanaka Creek Centerline to a Point of Intersection with the Northerly Right of Way line of the Burlington Northern Railroad Right of Way; thence in a Northerly direction along said Northerly Right of Way line, a distance of 420 feet more or less, to where the Westerly Right of Way line of the Old Stevenson-Carson Road intersects the Northerly Right of Way line of the Railroad; thence Northerly along said Westerly Right of Way line of the Old Stevenson-Carson Road to a Point of Intersection with the Southerly Right of Way line of Primary State Road No. 14; thence in a Southwesterly direction along said Southerly Right of Way, a distance of 405 feet, more or less to the True Point of Beginning of this description.