

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

purhaser 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.

1. Any unpaid real property taxes, and or assessments.
2. ~~An easement and Road for utility purposes dated October 21, 1974, recorded January 20, 1975 at page 211 of Book 68 of Deed, under Auditor's File No. 70655, records of Skamania County, Washington.~~
3. The land described herein is designated on the tax rolls as Forest Land pursuant to RCW 84.33.

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E.H.C.

(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.

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) 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 costs 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 fee, and all costs and expenses incurred 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 last written above

TORO ENTERPRISES, a partnership, consisting of the following:

Gary R. Tobey
GARY R. TOBEY, a partner
Janice C. Tobey
JANICE C. TOBEY, a partner
GARY G. ROKET
GARY G. ROKET, a partner
STATE OF WASHINGTON.

KEN CAGE (SEAL)
MARIE CAGE (SEAL)
WAYNE CHRISTIANSEN (SEAL)
IRENE CHRISTIANSEN (SEAL)

County of Clark

I, GARY R. TOBEY and JANICE C. TOBEY
being the individual(s) 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 10th day of October, 1979.
Lynda A. Pope
Notary Public in and for the State of Washington
Residing at Washougal

STATE OF WASHINGTON,
County of Tuolumne



On this day personally appeared before me GARY G. ROKET

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 1st day of October, 1979
X Wayne Christian

Notary Public in and for the State of Washington, residing at Highway 99

TL-45 (1-7-74)

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

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included in any judgment or decree entered in such suit.

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