



The seller agrees, upon receipt of full payment of full purchase price and interest in the manner above specified, to execute and deliver to purchaser a satisfactory warranty deed through his or her attorney-in-fact, and to execute and deliver to the purchaser a deed to the real estate, subject to any and all liens, mortgages, judgments, and other encumbrances existing on the date of closing, and subject to the following:

(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 for or to maintain insurance, if 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 receipt, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by law.

(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 reenter 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.

Served upon purchaser of all demands, notices of other papers with respect to failure and termination of purchaser's right 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 in 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 sum 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 of 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.

Wesley N. Sumrill, Jr.  
Wesley N. Sumrill, Jr.

Sue Ann Sumrill  
Sue Ann Sumrill

Thomas A. Matulovich  
Thomas A. Matulovich

Carol L. Matulovich  
Carol L. Matulovich

STATE OF WASHINGTON,  
County of Skamania

On this day personally appeared before me Wesley N. Sumrill, Jr. and Sue Ann Sumrill, husband and wife; to me known to be the individual persons described in and who indicated 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 19th day of October, 1979.

7148

NO. 7148  
TRANSACTION EXCISE TAX

OCT 25 1979  
Amount Paid \$210.00

Skamania County Treasurer  
By [Signature]



AIECO TITLE INSURANCE COMPANY

Filed for Record at Request of [Signature]

RECORDED  
INDEXED  
OCT 25 1979  
[Signature]

My Commission Expires August 24, 1982

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

