

(7) The seller agrees, upon receipt of 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 heretofore 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:

Fulfillment

(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 payments 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 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 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.

x

Ted W. Kent

(SEAL)

x

Lavone I. Kent

(SEAL)

x

Duane Nicholas Beres

(SEAL)

STATE OF OREGON

County of Clatsop

On this day personally appeared before me

Ted W. Kent and Lavone I. Kent

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.

for the uses and purposes therein mentioned.

Noted and signed by my hand and official seal this 27th day of

August, 1979

Arlene C. Brown Oregon
Notary Public in and for the State of Oregon
My Comm. Expires 7-16-82



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of & Please return to:

NAME Mr. and Mrs. Ted W. Kent

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

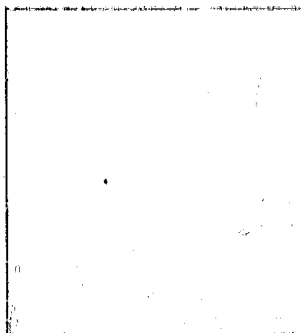


EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5, EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5, EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 292.63 FEET; THENCE WEST 26.29 FEET TO A POINT ON THE WESTERLY LINE OF LA BARRE COUNTY ROAD AS IT WAS ESTABLISHED APRIL 27, 1979; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WEST 438.00 FEET; THENCE SOUTH 284.5" FEET; THENCE EAST TO A POINT ON THE WESTERLY LINE OF SAID LA BARRE COUNTY ROAD; THENCE NORTHEAST ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF THE KENT SHORT PLAT, RECORDED APRIL 27, 1979, IN BOOK 2 OF SHORT PLATS, PAGE 100, AUDITOR'S FILE NO. 88430, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AN EXISTING 50 FOOT ROAD, AS DELINEATED ON SAID SHORT PLAT.

SUBJECT TO:

1. 2nd half taxes for the year 1979. 2. Terms, provisions and conditions of Contract of Sale dated May 18, 1973, recorded May 30, 1973, in Book 65 of Deeds at page 277, under Auditor's File No. 76134, which the seller agrees to pay according to its terms and provisions and in accordance with Paragraph 6 below.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Spa. Co. Title

OF *Skamania County*

AT *Skamania* ON *Aug 27* 1979

HAS BEEN RECORDED IN BOOK *77*

OF *Deeds* AT PAGE *43*

• OFFICE OF SKAMANIA COUNTY, WASH.

S. P. Todd
COUNTY CLERK

J. Washburn

REGISTERED	☒
INDEXED	☒
INDEXED	☒
RECORDED	☒
COMPALED	☒
MAILED	☒