

(1) The seller agrees, upon receiving full payment of the purchase price plus interest in the manner above specified, to execute and deliver to purchaser a title warranty **Fulfillment** deed to said real estate, excepting any part thereof heretofore taken by public tax, free of encumbrances except only that may attach after date of closing through any person other than the seller, 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 at 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, power, 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) It 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 of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, that all rights to effect to declare all the purchaser's rights hereunder terminated, and upon so 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.

Sentences 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*

Ted W. Kent

(SEAL)

x *Lavone I. Kent*

Lavone I. Kent

(SEAL)

x *Duane M. Beres*

Duane Nicholas Beres

(SEAL)

Oregon
STATE OF WASHINGTON

County of

Clark County

On the 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

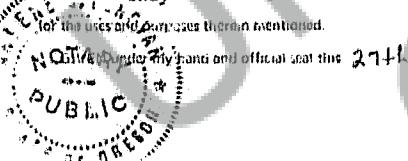
they

signed the same as

their

free and voluntary act and deed,

for the uses and purposes therein mentioned.



day of

August, 1979

Cathleen C. Johnson
Notary Public in the State of ~~Oregon~~ Oregon

residing at *Vancouver* Oregon City

My Comm. Exp. 7-16-82

SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE



Filed for Record at Request of & Please return to:

NAME *Mr. and Mrs. Ted W. Kent*

ADDRESS

CITY AND STATE

EXERCISES

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 3, 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 938.00 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, 1879,
IN BOOK 2 OF SHORT PLATS, PAGE 100, AUDITOR'S FILE NO. BC-10,
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.

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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. 76114, 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 RECORDING MADE BY <u>John Doe</u> OF <u>John Doe</u> At <u>John Doe</u> AT <u>John Doe</u> On <u>John Doe</u> FAC NO. <u>John Doe</u> At <u>John Doe</u> • Deed AT <u>John Doe</u> • OREGON COUNTY, WASH. <i>John Doe</i> SKAMANIA COUNTY ALITOR <i>John Doe</i>	
RECORDED	INDEXED
SERIALIZED	FILED
RECORDED	INDEXED
COMPARED	FILED
MAILED	