

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(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 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:

Rights of the public in streets, road and highway.

(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 and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall be entitled 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 at his address last known to the seller.

It is the seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, or to agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which 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.

John C. McIntyre (SEAL)
John C. McIntyre
Mack McClary (SEAL)
Mack McClary
Teresa M. McClary (SEAL)
Teresa M. McClary (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me John C. McIntyre

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

GIVEN under my hand and official seal this 31st day of January, 1979.

Notary Public in and for the State of Washington,

residing at Vancouver

Chicago Title Insurance Company 6450

RECEIVED FOR DEPOSIT AT REQUEST OF

RECORDED
INDEXED
FILED
MAILED

RECORDED RETURN TO

Chicago Title Insurance Company

1500 "D" Street

Vancouver, Washington 98663

CVA M-45 GR

No. 345678
TRANSACTION EXCISE TAX

FEB 6 1979
Amount Paid \$100.00

Skamania County Treasurer
By John C. McIntyre

STATE OF WASHINGTON RECORDS & CLERK
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

John C. McIntyre

OF Vancouver, WA

AT 11:25 AM 2/25 19 79

WAS RECORDED IN BOOK 77

OF Deeds AT PAGE 894

REC'D OF SKAMANIA COUNTY, WASH

John C. McIntyre

COUNTY AUDITOR

E. J. Jorgensen

DEPUTY