

PAGE 195

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described land, with the appurtenances, in **OKANAGAN** County, State of Washington:

SELLER'S OBLIGATION TO REMEDY DEFECTS. If the Seller is a party to a contract or contracts under which Seller is obtaining said real estate, or any interest therein, Seller agrees to make such payments in accordance with the terms of the contract, and upon default, to make such payments as may be necessary to remove the default, and any payments to make shall be applied to the

A parcel of land in the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian;

thence South $88^{\circ} 34' 41''$ East along the South line of said Northeast quarter 670.95 feet;

thence North $01^{\circ} 25' 19''$ East, normal to said South line 143.51 feet;

thence North $38^{\circ} 32' 47''$ West 888.18 feet to the center-line of a 60.00 foot private road easement;

thence North $57^{\circ} 52' 50''$ East along said center-line 54.72 feet to a 200.00 foot radius curve to the left;

thence along said 200.00 foot radius curve to the left 51.83 feet;

thence North $40^{\circ} 10' 00''$ East along said center-line 194.74 feet to a point that is South $88^{\circ} 34' 41''$ East 313.35 feet and North $01^{\circ} 25' 19''$ East 1047.85 feet from the Southwest corner of said Northeast quarter as measured along the South line of the Northeast quarter and normal to it, said point being the POINT OF BEGINNING;

thence continuing North $40^{\circ} 10' 00''$ East 156.52 feet to a 100.00 foot radius curve to the left;

thence along said 100.00 foot radius curve to the left 74.54 feet to a point that is South $88^{\circ} 34' 41''$ East 433.11 feet and North $01^{\circ} 25' 19''$ East 1239.43 feet from the Southwest corner of said Northeast quarter as measured along the South line of said Northeast quarter and normal to it;

thence North $45^{\circ} 03' 32''$ East 74.52 feet;

thence North $77^{\circ} 40' 00''$ East 537 feet, more or less to the center of the West Fork of the Washougal River;

thence Southerly along the center of said river 1130 feet, more or less to a point that bears South $48^{\circ} 27' 43''$ East from the POINT OF BEGINNING;

thence North $48^{\circ} 27' 43''$ West 1155 feet, more or less to the POINT OF BEGINNING.

CONTAINING 10.2 acres, more or less.

BOOK 78 PAGE 17

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

part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through no fault of the seller, and subject to the following: **EASEMENTS AND ANY EXCEPTIONS OF RECORD**

SUBJECT HOWEVER TO THE RIGHT OF THE OWNERS OF LOT 1 WEST 1ST ESTATES I, TO INSTALL AND MAINTAIN AND USE WATER LINES AND DRAIN (FOR DOMESTIC USE) OVER AND ACROSS THE LAND CONVEYED BY THIS INSTRUMENT. POSITION OF WATERLINE AND WATER SHED MUST BE AGREED UPON BY BOTH PARTIES. THIS RIGHT SHALL EXTEND TO HEIRS AND ASSIGNS OF BOTH PARTIES.

(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, without notice 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 may 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 resell 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 the 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.

OREGON
STATE OF ~~OREGON~~

County of **MULTNOMAH**

On this day personally appeared before me:

WILLIAM E. PERRY AND LOIS J. PERRY
to me known to be the individuals 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.

GIVEN under my hand and office of seal this 29 day of APRIL, 1980

7499

No. 7499
TRANSACTION EXCISE TAX
MAY 7 1980
Amount Paid: \$ 320.00
Skamania County Treasurer
By *[Signature]*

SAFECO TITLE INSURANCE COMPANY

THIS STATE OF OREGON ORDER'S USE
COUNTY OF SKAMANIA

SAFECO

Filed for Record at Request of

NAME **MELVIN L. EADES**
ADDRESS **283 S. W. FRONT AVE.**
CITY AND STATE **PORTLAND, OREGON 97204**

REGISTERED	☒
INDEXED: EIR	☒
INDEXED: I	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>Sh. Co. Little Co.</i>	
OF <i>Skamania County, Wash.</i>	
AT	<i>3:00 P.M. 5/1 1980</i>
WAS RECORDED IN BOOK <i>78</i>	
OF	<i>113</i>
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>[Signature]</i>	
COUNTY CLERK	