

(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, deed of trust 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 the 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, ~~full title warrant~~, ~~deed to said real estate, excepting any part thereof however taken for public use, free of encumbrances except one 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 the 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, aid and not to help, 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 to seller on 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 to make any payment required hereunder promptly to 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 on account of such default, 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.

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 prepaid, return receipt requested, directed to the purchaser at 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,

Robert D. Wilson (SEAL)

Rose E. Wilson (SEAL)

Frederick A. Hartel (SEAL)

Joseph L. Udall (SEAL)

STATE OF WASHINGTON,
County of Klickitat }
 {
 22.

On this day personally appeared before me ROBERT D. WILSON and ROSE E. WILSON 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.

GIVEN under my hand and official seal this 30th day of June, 1980.

WHEN RECORDED, RETURN TO

Betty Ann Udall
Notary Public in and for the State of Washington
residing at White Salmon, therein

JOSEPH L. UDALL, Attorney at Law
P. O. Box 425
White Salmon, Washington 98672

90945

SAFECO  SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA 1980

REGISTERED	X
INDEXED	X
SERIALIZED	X
SEARCHED	X
COPIED	X
FILED	X

I HEREBY CERTIFY THAT THE FOREGOING	
INSTRUMENT OF TITLE WAS FILED BY	
JOSEPH L. UDALL, Atty. at Law	
AT 2:25 P.M. ON JUNE 2, 1980	
WAS REC'D BY	
RECORDED ON JUNE 2, 1980	
BY AGENT	

Filled for Record at Request of

NAME: JOSEPH L. UDALL, Attorney at Law
ADDRESS: P. O. Box 425
CITY AND STATE: White Salmon, WA 98672

EXHIBIT "A"

Purchaser shall have the option to pay off balance in any of the following way or combination thereof:

Option 1: Purchaser shall pay the principal balance, less than the down payment at the rate of \$15,000 or more at purchase per month, together with interest at ten (10%) per cent per annum on a declining principal balance as of date of closing. Interest shall be paid from date of closing or the 5th day of each calendar month starting with the first payment due on or before August 5, 1981, until January 5, 1981, at which time the above-stated payment of principal and interest shall be due on the 5th day of each calendar month from January 5, 1981, until principal and interest shall have been paid.

Option 2: Purchaser shall pay interest at the rate of six (6) percent per annum from date of closing until January 5, 1981, at which time purchaser shall pay an additional sum of \$6,270.00 to be applied to the principal balance and monthly payments thereafter shall begin on February 5, 1981, at the rate of \$19,500 or more at purchase, option, including interest at ten (10%) per cent per annum until the full amount of principal and interest shall have been paid.

Option 3: Purchaser shall have the further option of paying an additional sum of \$5,000.00 on the principal balance of the contract after January 1, 1981, at which time the monthly payments will be reduced by such amount as is necessary to pay the remaining principal balance within a twenty (20) year period from date of closing at the rate of ten (10%) per cent per annum.