

(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 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:

Easement recorded under Auditor's File No. 81096 in Book 69 at page 854 and
Easement recorded June 4, 1912 at page 594, Book "N", records of Skamania County.

**Further seller is to deliver bill of sale and mobile title to purchaser along with a release of any UCC filing between the parties herein.

(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 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.

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.

(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.

James T. Stout 5-8-86

Louis P. McAtee 5/8/86

Myrna Duffy Stout 5-8-86

Jackie L. McAtee 5/8/86

STATE OF WASHINGTON }
COUNTY OF Clark } ss.

STATE OF WASHINGTON }
COUNTY OF } ss.

On this day personally appeared before me
James T. Stout and Myrna Duffy Stout
Louis P. McAtee and Jackie L. McAtee
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.

On this day of 19
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary,
respectively, of
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
above written.

GIVEN under my hand and official seal this
day of May, 1986

Notary Public in and for the State of Wash-
ington, residing at Vancouver
My commission expires 10/10/86

Notary Public in and for the State of Washington,
residing at



10766
REAL ESTATE EXCISE TAX
MAY 15 1986

374.50
SKAMANIA COUNTY TREASURER

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE CO

MAY 15 10 50 AM '86
AUDITOR
GARY M. OLSON

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

ORDER NO. 10566

EXHIBIT "A"

A portion of the West Half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of said Southwest Quarter; thence North $00^{\circ}46'52''$ East along the West line of said Southwest Quarter 834.82 feet; thence South $89^{\circ}13'08''$ East 660.00 feet to the True Point of Beginning, thence North $00^{\circ}46'52''$ East parallel with the West line of said Southwest Quarter 244.79 feet; thence South $89^{\circ}13'08''$ East 330.00 feet; thence South $00^{\circ}46'52''$ West parallel with the West line of said Southwest Quarter 612.83 feet to the North right of way line of the Belle Center Coutny Road; thence following said right of way line along the arc of 348.3 foot radius curve to the left (the incoming tangent of which is North $89^{\circ}45'52''$ West) for an arc distance of 138.74 feet; thence South $82^{\circ}39'13''$ West 69.19 feet; thence South $50^{\circ}20'18''$ West, 101.12 feet; thence South $59^{\circ}00'07''$ West, 69.95 feet; thence leaving said right of way line, North $00^{\circ}46'52''$ East parallel with the West line of said Southwest Quarter 507.72 feet to the True Point of Beginning.