attorney's fee, (including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any such fee is not paid within thirty (30) days after Buyers is billed, said amount shall be added to the balance of the unpaid purchase price then due.

- (b) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.
- 16. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, as to any improvements thereon or repairs thereto, shall be binding upon the Seller unless expressly contained herein.
- 17. WAIVER: No assent, expressed or implied, by Seller to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this ______ day of November, 1987.

Sharleen Ann James

Scott

Mami M. Hall

BUYERS

SELLER

STATE OF WASHINGTON

) ss.

COUNTY OF CLARK

On this day personally appeared before me SHARLEEN ANN JAMES, to me known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of November, 1987.

FILEL AND TOWNS
STATEMENT OF THE

Notary Public in and for the State of Washington, Residing at Cancal My appointment expires: 5-1-91

13651

REAL ESTATE EXCISE TAX

SKAMENIA COUNTY TREASURED