

WASHINGTON TITLE DIVISION

c. Any existing contract or contracts under which seller is purchasing sold real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(5) If seller's title is sold and subject to an existing contract or contracts under which seller is purchasing real estate, or any easements or other obligations, 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 cause the title to be clear, and any payments so made shall be applied to the payment of the debt and the seller shall be bound by the same.

(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 satisfactory 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:

Easements of record.

(8) Unless a different date is provided for hereon, 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 for, 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.

Donald M. Robbins (SEAL)
Norbert Kiedrowski (SEAL)
Harry Robbins (SEAL)
Norbert Kiedrowski (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me **HARRY DONALD M. ROBBINS and NORBERT KIEDROWSKI**

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, for the uses and purposes therein expressed.

GIVEN UNDER MY hand and official seal this **30th** day of **October, 1970**

Harlene E. Nissen
 Notary Public in and for the State of Washington,

residing at **Orchards**

72940

STATE OF WASHINGTON }
 COUNTY OF SKAMANIA }
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY
Hatchers Service Title Co
 OF **100 East 13th Street, Juneau, Alaska**
 AT **3:30 P.M., Nov 24, 1970**
 WAS RECORDED IN BOOK **62**
 OF **Repealed** AT PAGE **108-10**
 RECORDS OF SKAMANIA COUNTY, WASH.
John T. ...
 COUNTY AUDITOR
 THIS SPACE RESERVED FOR RECORDER'S USE.

REGISTERED
 INDEXED: DIR. *E*
 INDIRECT *6*
 RECORDED
 COMPARED
 MAILED

Filed for Record at Request of
 HATCHER SERVICE TITLE COMPANY
 WASHINGTON TITLE DIVISION