

(6) If seller's title to said real estate is subject to an existing covenant 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 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:

- a) Sellers reserve the right to relocate the existing 16 foot access road to said premises, and purchaser agrees to join sellers in the dedication of any part thereof hereafter established as a county road; and
- b) Easements, if any, of record.

(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 in 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 rights 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 warranty 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 foreclosure 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 taking suit to enforce any covenant of this contract, including such as to install 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 date of the judgment, and to include in 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 of the date first written above.

Robert W. Barnes (SEAL)

Blanche A. Barnes (SEAL)

Wesley Barnes (SEAL)

STATE OF WASHINGTON

County of SKAMANIA

On this day personally appeared before me **ROBERT W. BARNES and BLANCHE A. BARNES,** husband and wife,

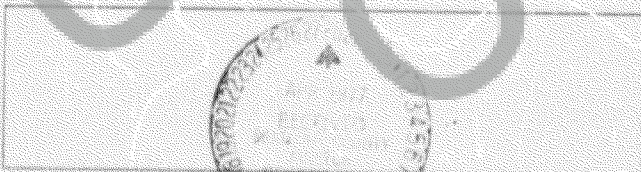
they acknowledged to me that they are the same persons as their names appear in the foregoing instrument, and acknowledged that they executed the same for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 26th day of April, 1977.

Arthur J. Salmons

Notary Public for the State of Washington

Stevensen, Washington



4644
TRANSACTION EXCISE TAX

APR 27 1977

Amount Paid

Skamania County Treasurer



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	5
INDEXED-DIR	2
INDEXED	1
RECORDED	1
COMPARED	1
FILED	1

THIS INSTRUMENT WAS FILED FOR RECORD IN THE COUNTY OF SKAMANIA

THEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF THIS DATE FILED BY

OF

AT

WAS RECORDED IN BOOK

OF

RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR