

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is part owner 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 from 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 heretaken for public use, free of encumbrances except any that may attach after date of closing through any person other than seller, and subject to the following:

- a) Easements of record.
- b) The purchaser shall not sell, assign or hypothecate this contract or lease, sublease or subdivide the land or premises which is the subject of this contract without the written consent of the sellers.

(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 remain 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 charge 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 hereunder 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 hereunder 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 prepaid, return receipt requested, directed to the purchaser at the 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.

STATE OF WASHINGTON,
County of Skamania

Harold W. Bialkowski (SEAL)
Margaret M. Bialkowski (SEAL)
Robert Cole (SEAL)
Galen R. Cole (SEAL)

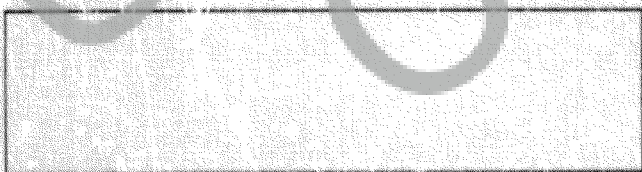
On this day personally appeared before me **HAROLD W. BIALKOWSKY and MARGARET M. BIALKOWSKY, husband and wife**, to me known to be the individuals mentioned in and who executed the foregoing instrument, and acknowledged that

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 18th day of May, 1977.

Robert J. Stevenson
Notary Public in and for the State of Washington
Residing at Stevenson, Washington

WHEN RECORDED, PAY TO



84083

SAFECO  **SAFECO TITLE INSURANCE COMPANY**

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

REGISTERED ☒
INDEXED: DIR. ☒
INDEXED: ☒
RECORDED: ☒
COMPARED ☒
MAILED ☒

NAME _____
ADDRESS _____
CITY AND STATE _____

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Harold W. Bialkowski OF Stevenson, Wa. AT 5:15 A.M. 5-24-77 WAS RECORDED IN BOOK 72 OF Skamania AT PAGE 673 RECORD OF SKAMANIA COUNTY, WASH. Robert J. Stevenson COUNTY AUDITOR