



If either of the parties hereto, or their assigns, find it necessary to employ an attorney to enforce any of the provisions hereof, or to instigate any proceedings to enforce performance or fulfillment of any obligation upon any parts herein undertaken, the prevailing party, in addition to any relief granted, shall be entitled to recover reasonable attorney's fees, together with all court costs and disbursements reasonably incurred.

**THE SELLER AGREES:**

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;

2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient **warranty** deed to said described premises.

**IT IS FURTHER AGREED:**

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 8 1/2 per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;

2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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 of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF CLARK

On this day personally appeared before me

AMBRO JASPERS and BONNIE L. JASPERS, husband and wife,

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.

GIVEN under my hand and official seal this 1 day of June, 1977.



No. 47771  
TRANSACTION EXCISE TAX

residing at

Harbourside  
White Salmon

JUN 6 - 1977

Amount Paid \$100.00

Shumania County Treasurer

By \_\_\_\_\_

REGISTERED	INDEXED	RECORDED	COMPARED	MAILED

REAL ESTATE CONTRACT  
(INDIVIDUAL)

84174

STATE OF WASHINGTON  
COUNTY OF SHUMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Shumania Co. Title Co.

on June 6, 1977

RECORDED IN BOOK 72

AT PAGE 771

COUNTY OF SHUMANIA, WASH.

WILLIAM

COUNTY CLERK

DEPT.