



(6) If seller's title to said real estate is subject to an existing contract or encumbrance under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to secure the unpaid, and any payments so made shall be applied to the purchase price, failing this 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, full title, 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: no exceptions.

(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 purposes. 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 purchased 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 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, the 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 the 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 day and year written above.

*William J. Shulsky* (SEAL)  
*William J. Shulsky* (SEAL)  
*William J. Shulsky* (SEAL)  
*William J. Shulsky* (SEAL)

STATE OF WASHINGTON,

County of *Clark*

On this day personally appeared before me William Shulsky, of Laclede,  
 to me known to be the individual so described 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

20th day of June, 1977

*William J. Shulsky*  
 Notary Public in and for the State of Washington

residing at *Laclede, Washington*

82-993

PIONEER NATIONAL  
TITLE INSURANCE

A TITLE COMPANY

Efiled for Laclede at Request of

AFTER RECORDING MAIL TO:

HULLISKY, REALTY

123 1/2 N. E. 76th St.

Vancouver, Washington 98662

STATE OF WASHINGTON RECORDER'S USE COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT OF WRITING, FILED BY	
<i>William J. Shulsky</i> ON <i>20</i> JUN 1977 AT 11:08 A.M. S - R - 1977	
WAS RECEIVED IN DOOR <i>72</i> ON <i>20</i> JUN 1977 AT NAME <i>PPV</i> RECORDS OF SKAMANIA COUNTY, WASH. <i>Shulsky, William J.</i> COURT CLERK <i>Shulsky, William J.</i>	
REGISTERED	
INDEXED DIR.	
INDIRECT	
RECORDED	
COMPARED	
MAILED	

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 N., RANGE 5, EAST W. MELLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, BEING AS FOLLOWS;

BOOK 72 PAGE 176

BEGINNING AT A 1/2" IRON PIPE AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 16;

THENCE SOUTH 59° 10' 00" WEST, 1185.70 FEET;

THENCE SOUTH 55° 58' 00" WEST, 411.10 FEET TO A 1/2" IRON ROD ON THE RIGHT-OF-WAY LINE OF A ROAD;

THENCE SOUTH 53° 58' 37" WEST, 45.27 FEET TO THE CENTERLINE OF SAID ROAD;

THENCE SOUTH 50° 47' 00" WEST ALONG SAID CENTERLINE, 100.00 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 07° 00' 31" EAST, 103.80 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 07° 44' 32" EAST ALONG SAID NORTH LINE, 128.03 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A 60.00 FOOT EASEMENT, THE CENTERLINE OF WHICH IS DETERMINED AS FOLLOWS;

BEGINNING AT A POINT IN THE CENTERLINE OF STATE HIGHWAY NO. 14, 100 FEET S. SOUTH 110° 22' 50" WEST (WASHINGTON COORDINATE SYSTEM, SOUTH 110° 22' 50" 03.175 FEET FROM AN IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION);

THENCE NORTH 40° 43' 00" WEST, 296.10 FEET;

THENCE ALONG THE ARC OF A 600 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 130.38 FEET;

THENCE NORTH 30° 22' 00" 297.21 FEET;

THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 70.95 FEET;

THENCE NORTH 77° 56' 00" EAST, 1045.34 FEET;

THENCE ALONG THE ARC OF A 600 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 191.99 FEET;

THENCE NORTH 30° 26' 00" EAST, 268.49 FEET;

THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 180.29 FEET;

THENCE NORTH 10° 13' 20" WEST, 416.52 FEET;

THENCE ALONG THE ARC OF A 300 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 219.30 FEET;

THENCE NORTH 40° 40' 00" EAST, 485.71 FEET;

THENCE ALONG THE ARC OF A 155.195 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 38.64 FEET;

THENCE NORTH 26° 13' 00" EAST, 271.54 FEET;

THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 60.41 FEET;

THENCE NORTH 68° 20' 00" EAST, 345.54 FEET;

THENCE ALONG THE ARC OF A 60 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 77.96 FEET;

THENCE NORTH 50° 47' 00" EAST, 291.72 FEET;

THENCE ALONG THE ARC OF A 60 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 98.61 FEET;

THENCE SOUTH 5° 03' 00" EAST, 342.17 FEET TO THE CENTER OF A 50 FOOT RADIUS COLD-DE-SAC AND THE TERMINUS OF SAID RIGHT-OF-WAY CENTERLINE,

SAID POINT BEING SOUTH 94° 12' 44" EAST, 2029.73 FEET FROM THE NORTHWEST CORNER OF SECTION 16.