



S5001

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 75 PAGE 575

5-7-25 - 5200

THIS CONTRACT, made and entered into this 24 day of September, 1977,
 between **JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife,**
 hereinafter called the "seller," and **MICHAEL LYNN MILLER and DAWN A. MILLER, husband and wife**
 hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in **Skamania** County, State of Washington:

The South half of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian; and the South half of the South half of the Northwest quarter of the Southwest quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, lying westerly of County Road No. 2026 designated as Loop Road.

Subject to: Encumbrances of record.
Exact Acreage, actual boundaries or the availability of water and utilities has not been represented. Percolation not guaranteed.

The terms and conditions of this contract are as follows. The purchase price is **Sixteen thousand five hundred** (\$16,500.00) Dollars, of which **Fifteen hundred** (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred fifty	\$150.00	Dollars,
or more at purchaser's option, on or before the	1st day of October	1977
and One hundred fifty	\$150.00	Dollars,

or more at purchaser's option, on or before the **1st** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser forever waives his right to interest on the diminishing balance of said purchase price at the rate of **8 1/2** per cent per annum from the **1st** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The seller shall deduct from each monthly payment and the amount of each payment applied in reduction of principal.

All payments to be made in人民币元 to be made at **502 Matilda Way, Vancouver, Washington 98661** of all such other place as the seller may direct in writing.

Property may not be used for storage of inoperable vehicles or other materials or objects without the written consent of Sellers.

5160

 Transaction in compliance with County subdivision ordinance
Skamania County Assessor - Sept 1977

As referenced in the County Subdivision Ordinance, Section 10, Paragraph 1, the date of recording is **October 1, 1977**.

(1) That the buyer promises and agrees to pay, punctually and timely, to the seller, assessments that may be between grantor or grantee from time to time, for taxes, services, and/or the terms of sale, and that the seller has assumed payment of any mortgage, contract or other obligation, or has assumed payment of any taxes, or any fees or assessments now, or hereinafter placed on, a lien on said real estate, the same being due and owing to the seller, or his assigns.

(2) The buyer promises, upon request, to furnish, maintenance, repair, to keep this real estate and hereafter placed on said real estate in good condition and repair, and to pay all taxes, fees, and assessments as are necessary in connection to the seller and for the seller's benefit, as his successor-in-interest, and to bear all expenses thereof and to defend all actions and proceedings brought by or against the seller for any damage to or against the real estate.

(3) The buyer promises that full assumption of said real estate has taken effect so that neither the seller nor his assigns shall be held to any covenant or agreement that may be contained in any instrument executed by the seller or any of his assigns of either to hold to any covenant or agreement for any future improvements or repairs, or to make any alterations, or to make any changes in the covenant or agreement referred to in contained herein or in writing and attached to this contract as part of this contract.

(4) The buyer assumes all taxes, damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction, or taking shall constitute a cause of termination, in case any part of said real estate is taken for public use, the portion of the same thereafter, except remaining after payment of reasonable expenses of preserving the same, shall be liable to the seller and against payment by the buyer of the purchase price unless the seller agrees to allow the buyer to apply all or a portion of such compensation toward the curing or repairing or restoration of any improvements destroyed by or taken, or case of damage or destruction from a just judgment against the premises of such damage remaining after payment of the same, or in case of a proceeding to recover the same shall be liable to the seller for payment or repairing of such damages within a reasonable time after notice to the seller, and to pay the same to the seller for deduction on the purchase price herein.

(5) The seller agrees to insure the real estate for the amount of the purchase price, and to carry a purchaser's policy of title insurance in standard form, or a counterpart thereto, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and concerning no exceptions other than the following:

a. Previous general encumbrances appearing in said policy form.

b. Liens on the conveyance up to the date of this contract, the purchaser to assume, or as to which the conveyance hereunder is to be made, or subject, and:

b. a述的合同或其任何部分，其中卖方是债务人和债权人，即a. a mortgage or other obligation, which seller by this contract agrees to pay, none of which for or because of this paragraph shall be due, or defects in seller's title.

c. If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any portion of said real estate, or any other interest in it, buyer, 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 payment(s) due following due date 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 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 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 to said real estate after the date purchaser is entitled to possession. **No timber or trees may be removed without written consent of seller.**

(9) In case the purchaser fails to make any payment herein provided for 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 to seller's demand, all without prejudice to any other right the seller may 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 herein 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 the above agreements may be made by United States Mail, postage prepaid, return receipt requested, directed to the address hereinabove set forth, last known to the seller.

(11) Upon either's election to bring suit to enforce any covenant in this contract, including but not limited to any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of litigation with the seller, which amount 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 this contract, the purchaser agrees to pay to the seller, the reasonable cost of searching records to determine the condition of title at the date both parties executed this contract, which cost shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at the place and date written below:



John N. Skinner
John N. Skinner

Jeanne M. Skinner

Thomas L. Miller

Dawn C. Miller

SEAL

SEAL

SEAL

SEAL

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me John N. Skinner and Jeanne M. Skinner, husband and wife to me known to be the individuals described in and who executed this instrument, and acknowledged that

they sign the same as their true and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 8th day of September, 1977

Edward J. Bradley
Edward J. Bradley
Notary Public
State of Washington
Vancouver

85001



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

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

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF VANCOUVER	
I HEREBY CERTIFY THAT THE WITNESS	
INSTRUMENT OR WRITING FILED BY	
<i>Shelley A. Cole</i>	
<i>or Stacey Cole</i>	
AT 1:40 P.M. 10-8-1977	
WAS RECORDED IN BOOK 73	
at page 576	
RECORDS OF CLARK COUNTY, WASH.	
<i>L.P. met</i>	
<i>S. Moogard</i>	



S5001

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 73 PAGE 578

3-7-25 - 5200

THIS CONTRACT, made and entered into this 24 day of September, 1977
between JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife,

hereinafter called the "seller," and MICHAEL LYNN MILLER and DAWN A. MILLER, husband and wife
hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The South half of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian; and the South half of the South half of the Northwest quarter of the Southwest quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, lying westerly of County Road No. .028 designated as Love Road.

Subject to: Easements of record

Exact Acreage, actual boundaries or the availability of water and utilities has not been represented. Percolation not guaranteed.

The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand five hundred

\$16,500.00 - 1 Dollars, of which

\$1,500.00 - 1 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred fifty

or more at purchaser's option, on or before the

1st day of October NOVEMBER 1st, 1977

\$150.00 - 1 Dollars,

and One hundred fifty

or more at purchaser's option, on or before the

\$150.00 - 1 Dollars,

or more at purchaser's option, on or before the

purchase price shall have been fully paid. If purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of 8½ per cent per annum from the 1st day of each succeeding calendar month until the balance of said

which interest will be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder, shall be made at 502 Umatilla Way, Vancouver, Washington 98661

or at such other place as the seller may direct in writing.

Property may not be used for storage of inoperable vehicles or other materials or objects without the written consent of Seller.

5160

TRANSACTION EXCISE TAX

10/24/1977

Amount Paid 165.00

Skamania County Auditor

By Karen J. Wiegert, Esq.

As referring to the instrument, dated and funding shall be:

October 1, 1977

(1) The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may be levied upon grantor and grantee hereafter because of a lien on said real estate and by the terms of this contract the purchaser has assumed payment of any mortgage, interest or other encumbrance or has become a payee of any such payment. If agreed to purchase subject to, any taxes or assessments now or then on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual fair value thereof against loss or damage by fire and windstorm in a company acceptable to the seller and for the seller's benefit as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full payment of said real estate has been made and that neither the seller nor his assigns shall be held to a tax assessment made that the corporation of any improvements thereto, nor shall the purchaser or seller or the assigns of either be held to any covenant or agree for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to, or made a part of this contract.

(4) Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the owning of said real estate in any part, saved for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration, in case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price but not unless the seller elects to allow the purchaser to apply to a portion of such condemnation award to the resounding or replacement of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that such proceeds shall be paid to the seller for application on the purchase price hereof.

(5) The seller, or his agent, agrees to furnish to the purchaser a copy of the title insurance policy issued by the title insurance company, or a condominium insurer, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Prior general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, if as to which the conveyance harmonized; to be made subject and;

c. Any existing contract for lease, to another who is seller, is purchasing said real estate; and/or any joint or other obligation, which seller by this contract agrees to pay, name as well as for the purpose of the foregoing, shall be deemed debt in the seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or an mortgage or other claim from 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 amounts next failing due the seller under the 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:

Agreements 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, said real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electric, tv, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession. **No timber or trees may be removed without written consent of seller.**

(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.

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 to his address last known to the seller.

(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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but 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 sum 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 Clark

On this day personally appeared before me John N. Skimas and JoAnne M. Skimas, husband and wife 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 mentioned.

GIVEN under my hand and official seal this 8th day of September, 1977

James P. Bradley
Notary Public in and for the State of Washington
Residing at *Grants Pass, Oregon*

85001



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	E
INDEXED	D
INDIRECTED	
RECORDED	
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WRITING	
INSTRUMENT OF WRITING, FILED BY	
<i>Sgt. James P. Bradley</i>	
ON <u>September 8th</u>	
AT 11:45 A.M. <u>10-4</u> 1977	
WAS RECORDED IN BOOK <u>7-3</u>	
OF <u>Real Estate</u> AT PAGE <u>577</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>James P. Bradley</i>	
NOTARY PUBLIC	
SAFECO TITLE INSURANCE COMPANY	



85001

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 73 PAGE 578

S-7-25-8500

THIS CONTRACT, made and entered into this 24 day of September, 1977
between JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife,
hereinafter called the "seller," and MICHEAL LYNN MILLER and DAWN A. MILLER, husband and wife
hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The South half of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian; and the South half of the South half of the Northwest quarter of the Southwest quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, lying westerly of County Road No. 2028 designated as Loop Road.

Subject to: Easements of record.
Exact Acreage, actual boundaries or the availability of water and title has not been represented. Percolation not guaranteed.

The terms and conditions of this contract are as follows. The purchase price is Sixteen thousand five hundred

\$16,500.00 Dollars, of which

Fifteen hundred is \$1,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred fifty is \$150.00 Dollars,

or more at purchaser's option, on or before the 1st day of October NOVEMBER 1977, 1977

and One hundred fifty is \$150.00 Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price is paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of 8 1/2 per cent per annum from the 1st day of October 1977 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 502 Umatilla Way, Vancouver, Washington 98661 or at such other place as the seller may direct in writing.

Property may not be used for storage of inoperable vehicles or other materials or objects without the written consent of Sellers.

No. 5160

TRANSACTION ENTIRELY

10/14/1977

Amount Paid

16500

As referred to in this contract "date of closing" shall be October 1, 1977

(1) The purchaser warrants and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become due on said real estate and if by the terms of the contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereon on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, at his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser or agrees that full ownership of said real estate has been made to him or her or the seller or his assigns shall be held to any covenant or agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the title of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate taken for public use, the portion of the condemnation award resulting after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein. If the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking, in case of damage or destruction, from a peril insurable against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the rebuilding or restoring of such improvements within a reasonable time, unless purchaser does not intend to do so.

(5) The seller agrees to convey to the purchaser a title insurance policy, a purchaser's policy of title insurance in standard form, or a commitment if before, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptio[n]s other than the following:

- Printed general exceptions appearing in said policy form;
- Laws or circumstances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject, and
- Any existing contract or contracts under which seller is purchasing said 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in advance 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 payment to 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:

Exceptions 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 to said real estate after the date purchaser is entitled to possession. **No timber or trees may be removed without written consent of seller.**

(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 to 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:



John N. Skimas

(ISEAL)

JoAnne M. Skimas

(ISEAL)

Michael L. Miller

(ISEAL)

Dawn C. Miller

(ISEAL)

STATE OF WASHINGTON:

County of Clark

On this day personally appeared before me John N. Skimas and JoAnne M. Skimas, husband and wife to me known to be the individual(s) 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 seal this 8th day of September, 1977

George J. Steadley

Notary Public in and for the state of Washington
residing at *James V. Necker*

85001



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	E
INDEXED	DIR. E
SEARCHED	
RECORDED	
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
<i>Shay Co. Title Co.</i>
OF <i>Skamania Co.</i>
AT 1:40 P.M. 10-4 1977
WAS RECORDED IN BOOK <i>73</i>
OF <i>Recd.</i> AT PAGE <i>578</i>
RECORDS OF SKAMANIA COUNTY, WASH.

Shay Co. Title Co.
10-4-77
73
578
REC'D.
RECORDS OF SKAMANIA COUNTY, WASH.
RECORDED
BY
6 May 1977