

(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.

fulfillment

part thereof to be 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:

Those 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.

(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 prepaid, return receipt requested, directed to the purchaser in 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 rendered, 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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON

County of Klickitat

On this day personally appeared before me **DARYL L. YEAGER and JEANINE YEAGER**

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 24 day of **April, 1978.**Notary Public in and for the State of Washington
Residing at Tyler, WA

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME **JOSEPH L. UDALL**
Attorney at Law
ADDRESS **P. O. Box 425**CITY AND STATE **White Salmon, Washington 98672**

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

STATE OF WASHINGTON
COUNTY OF SPOKANE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Joe L. Udall

ON

AT 2:26 P.M. 7-26-78

WAS RECORDED IN BOOK

OF 100 AT PAGE 669

RECORDS OF SPOKANE COUNTY, WASH.

W. J. H. H. H.

COUNTY CLERK

E. J. H. H.

EXHIBIT A

A tract of land in the East Half of the Southeast Quarter of Section 25, Township 3 north, Range 8 E.W.M., described as follows:
Beginning at a point that is 1,272.88 feet north of the southeast corner of said Southeast Quarter and the true point of beginning of this description; thence continuing along the east line of said Southeast Quarter a distance of 1,650 feet to the East Quarter corner of said Section 25; thence west along the north line of said Southeast Quarter a distance of 792 feet; thence south parallel with the east line of said Southeast Quarter to where said line intersects the northerly right of way line of Baker Road; thence in a southeasterly direction to a point that is a point on the centerline of a 30 foot easement described below; thence north $30^{\circ} 10' 57''$ east a distance of 19.27 feet; thence north $28^{\circ} 20' 52''$ east a distance of 47.43 feet; thence north $31^{\circ} 34' 39''$ east a distance of 40.35 feet; thence north $38^{\circ} 58' 49''$ east a distance of 37.77 feet; thence north $61^{\circ} 24' 37''$ east a distance of 23.87 feet north $86^{\circ} 11' 00''$ east a distance of 22.60 feet; thence south $87^{\circ} 46' 20''$ east 26.03 feet; south $83^{\circ} 12' 34''$ east 40.95 feet; thence south $76^{\circ} 50' 45''$ east a distance of 36.86 feet; thence south $70^{\circ} 53' 0''$ east a distance of 40.23 feet; thence south $65^{\circ} 19' 19''$ east a distance of 59.88 feet; thence south $65^{\circ} 26' 34''$ east a distance of 32.53 feet; thence south $63^{\circ} 30' 39''$ east a distance of 49.85 feet; thence south $58^{\circ} 52' 41''$ east a distance of 48.26 feet; thence south $49^{\circ} 45' 41''$ east a distance of 56.28 feet; thence south $45^{\circ} 45' 04''$ east a distance of 46.39 feet; thence south $38^{\circ} 29' 04''$ east a distance of 25.91 feet; thence south $30^{\circ} 56' 06''$ east a distance of 24.68 feet; thence south $41^{\circ} 05' 12''$ east a distance of 28.38 feet; thence south $00^{\circ} 51' 19''$ west a distance of 95.30 feet; thence south $88^{\circ} 08' 41''$ east a distance of 30 feet to the true point of beginning.

TOGETHER WITH AND SUBJECT TO a 30 foot wide easement for ingress and egress, and public utilities over, under and across the northerly and westerly boundaries of the above described parcel, being 15 feet on each side of north line.

Beginning at a point north $00^{\circ} 51' 19''$ east 282.61 feet and north $88^{\circ} 08' 41''$ west 30 feet from the southwest corner of Section 25, Township 3 north, Range 7 1/2 E.W.M., as measured along the east line of Section 25, Township 3 north, Range 7 east and at a right angle to said line; thence north $00^{\circ} 51' 19''$ east parallel to said east line 95.30 feet; thence north $41^{\circ} 05' 12''$ west 26.39 feet; thence north $30^{\circ} 56' 06''$ west 48.88 feet; thence north $38^{\circ} 25' 04''$ west 25.91 feet; thence north $45^{\circ} 45' 04''$ west 46.39 feet; thence north $49^{\circ} 45' 41''$ west 56.28 feet; thence north $58^{\circ} 52' 41''$ west 48.26 feet; thence north $63^{\circ} 30' 39''$ west 49.85 feet; thence north $65^{\circ} 26' 34''$ west 32.53 feet; thence north $65^{\circ} 19' 19''$ west 59.88 feet; thence north $70^{\circ} 53' 04''$ west 40.23 feet; thence north $76^{\circ} 50' 45''$ west 36.86 feet; thence north $83^{\circ} 12' 34''$ west 40.95 feet; thence north $87^{\circ} 46' 20''$ west 26.03 feet; thence south $86^{\circ} 11' 00''$ west 22.60 feet; thence south $61^{\circ} 24' 37''$ west 23.87 feet; thence south $38^{\circ} 58' 49''$ west 37.77 feet; thence south $31^{\circ} 34' 39''$ west 40.35 feet; thence south $28^{\circ} 20' 52''$ west 47.43 feet; thence south $30^{\circ} 10' 57''$ west 44.97 feet to the centerline of Baker Road;