

S7084

BOOK 75 PAGE 314

(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, 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 or all payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due thereon under such 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 thereto heretofore taken for public use, free of encumbrances except one that may arise after date of closing through any person other than the seller, and subject to the following:

(a) General taxes for 1978 which will be pro-rated as of August 15, 1978; and (b) Easements of record; including those granted to Joseph Svdlo for a drainage ditch by deed dated June 1st, 1941; to Skamania County P.U.D. No. 1 for an electric power transmission line by an instrument dated January 30, 1964; to the United States of America for a Forest Service trail by deed dated August 23, 1977; and an easement sold to Patrick J. Kirkpatrick and wife by contract dated March 10, 1978.

(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, gas, telephone 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 after 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 rights the seller might have by reason of such default.

(10) Times of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with any provision or agreement hereof or to make any payment required hereunder promptly at the time when the same is due, without cause, 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 for liquidated damages, and the seller shall have right to enter and take possession of the real estate, and to withhold the seller of any default or 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 address last known to the seller. *REMADES WITHIN 30 DAYS OF RECEIPT OF THIS DEED*

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to the covenants 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.

If the seller shall bring suit to procure an adjudication of the rights of the parties to this instrument, 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 title to the real estate before the suit is commenced, which sums shall be included in any judgment or decree entered.

IN WITNESS WHEREOF, the parties hereto have executed to a copy of this instrument.

Harold V. Blakowski *SEAL*

Judy Blakowski *SEAL*

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me HAROLD V. BLAKOWSKI and MARGARET V. BLAKOWSKI, husband and wife, to me known to be the individuals so described and who executed the within and foregoing instrument, and acknowledged their they signed the same as their

for the uses and purposes above mentioned.

GIVEN under my hand and official seal this 25 day of August, 1978.

WHEN RECORDED RETURN TO

SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITING

INSTRUMENT OR WRITING, FILED BY

Harold V. Blakowski

ON *25 Aug 1978*

IS RECEIVED IN BOOK *75*

AT PAGE *126* AT PAGE *126*

NAME OF RECORDER *SAFECO TITLE INSURANCE COMPANY*

CITY AND STATE *Skamania County, Washington*

NAME OF COUNTY AUDITOR *B. Balcock*

RECEIVED *25 Aug 1978*

Filed for Record or Request of

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
SEARCHED	<input checked="" type="checkbox"/>
COPIED	<input checked="" type="checkbox"/>
SWORN	<input checked="" type="checkbox"/>

NAME

ADDRESS

CITY AND STATE