

(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 heretofore 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 and as reserved herein.

(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 covenant 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 its doing so, all payments made by the purchaser hereunder and all amounts unpaid thereto 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 U.S. Mail, postage pre-paid, return receipt requested, directed to the purchaser in his address last known to the seller.

(11) The 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.

(12) The seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment 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 sum of one thousand dollars 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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Clackamas

On the day of November, appeared before me **BETHEWEL HENDRYX, Bruce M. Kelley and Amy J. Kelley**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same on this day of November,

A.D. 1978.

Free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

28 day of October, 1978.

Notary Public in and of the State of Washington

residing at White Salmon, therein.

875-5

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF CLACKAMAS

I HEREBY CERTIFY THAT THE WRITTEN	
INSTRUMENT OF WRITING, FILED BY	
<i>Joseph L. Udall</i>	
OF <i>UDALL, JOSEPH L.</i>	
AT 11:30 A.M. 10-21-78	
FILED IN BOOK 75	
OR <i>Deed</i> AT PAGE 612	
RECORDED ON CLACKAMAS COUNTY, WA	
<i>UDALL, Joseph L.</i>	
COURT AUTHORITY	
<i>UDALL, Joseph L.</i>	



SAFECO TITLE INSURANCE COMPANY

SEARCHED

INDEXED: DUE

INDIRECTIVE

RECORDED

COMPARED

MAILED

NAME: JOSEPH L. UDALL, Attorney at Law

ADDRESS: P.O. Box 425

CITY AND STATE: White Salmon, WA 98672

... in which the conveyance hereunder is to be
8. 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 put, none of which for the purpose of this paragraph (8) shall be deemed defaults in seller's title.
9. 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 accordance with the terms thereof, and when default
occurs, its next falling due the seller under this contract.

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EXHIBIT A

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington more particularly described as follows:
Beginning at a point on the west line of said Section 2, which is South 03° 05' 33" East 628.89 feet from the northwest corner of said Section 2; thence north 03° 05' 33" West along the West line of said Section 2, a distance of 628.89 feet to the northwest corner of said Section 2; thence north 88° 52' 00" east along the north line of said Section 2 a distance of 740.00 feet; thence south 03° 05' 33" east parallel with the west line of said Section 2 a distance of 632.62 feet; thence south 89° 09' 21" west parallel with the south line of the Northwest Quarter of the Northwest Quarter of said Section 2 a distance of 740.14 feet to the true point of beginning of this description. LESS the south 40.03 feet thereof, by seller for the purpose of ingress and egress to purchaser's property.

SUBJECT TO easements to be retained by the seller for the mutual ingress and egress of this and adjacent properties, more particularly described as follows:

Basement "A"

Beginning at the southwest corner of the above-described tract; thence north 1° 05' 33" west along the west line of said tract 40.03 feet to the true point of beginning of this description; thence continuing north 3° 05' 33" west along the west line of said tract 40.03 feet; thence south 63° 15' 44" east 86.39 feet to a point which is 40.03 feet north of the south line and 75.0 feet east of the west line of the above-described parcel; thence south 1° 09' 21" west 75.0 feet to the point of beginning of this description.

Basement "B"

Beginning at the southeast corner of the above-described tract; thence north 03° 05' 33" west 40.03 feet to the true point of beginning of this description; thence south 89° 09' 21" west parallel with the south line of said tract 66.37 feet; thence north 15° 55' 48" east 203.48 feet to the east line of said tract; thence south 03° 05' 33" east along said east line 194.97 feet to the point of beginning of this description.

Seller, for the purpose of allowing purchaser ingress and egress to purchaser's property does grant to the purchaser an easement to a 40 foot road right-of-way over and across a portion of the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

A strip of land 40 feet wide lying 40 feet on either side of the following described centerline.

Commencing at the northwest corner of said Section 2; thence north 88° 52' east along the north line of said Section 2 a distance of 740.00 feet; thence south 03° 05' 33" east parallel with the west line of said Section 2 a distance of 422.95 feet to the true point of beginning of this description; thence south 55° 14' 18" east 341.70 feet to a point that is 1,010.0 feet east of the west line of said Section 2 when measured parallel with the south line of the Northwest Quarter of the Northwest Quarter of said Section 2; thence south 03° 05' 33" east parallel with the west line of said Section 2 a distance of 474.79 feet; thence north 70° 38' 50" east 115.14 feet; thence along the arc

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

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OF	1968
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INCLINE & ORCHARD COUNTY, WASH.	
COUNTY ATTORNEY	

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of a 50 foot radius, curve right 98.22 feet (the long chord of which bears south 53° 04' 34" east 83.17 feet); thence south 03° 12' 02" west 121.56 feet to a point on the north right-of-way line of the Lakeside County Road and the terminus of this description.

ALSO TOGETHER WITH an easement for ingress and egress over the south 40.03 feet of the following described property:
A tract of land in the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington more particularly described as follows:
Beginning at a point on the west line of said Section 2, which is South 03° 05' 53" East 628.89 feet from the northwest corner of said Section 2; thence north 03° 05' 53" West along the west line of said Section 2, a distance of 628.89 feet to the northwest corner of said Section 2; thence north 88° 52' 09" east along the north line of said Section 2 a distance of 740.00 feet; thence south 03° 05' 53" east parallel with the west line of said Section 2 a distance of 632.62 feet; thence south 89° 09' 21" west parallel with the south line of the Northwest Quarter of the Northwest Quarter of said Section 2 a distance of 740.14 feet to the true point of beginning of this description.