

(6). As seller's title to said real estate is subject to an existing contract or contracts under which seller is performing said real estate, or any part thereof 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 payments necessary to remove the default, and any payments so made shall be applied to the payments then falling due to the seller under said 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 fulfillment deed to said real estate, excepting any and all matters thereof having been taken for public use or of encumbrances except any that may attach after date of closing through any person other than the seller, and is subject to the following:

No. 100-476822-100000
TRANSACTION EXCISE TAX

Amount Paid.....580.00

By Wm. J. Hall County Treasurer

(8) Unless a different date is provided for hereby, 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 service 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 this franchise, as herein provided, the seller may make such payment or payments as herein provided, and any amounts so paid by the seller, together with interest at the rate of 6% per annum thereon, might have by reason of such payment(s) be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have.

(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 his 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 as 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 charges 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.

Instrument no. of the date first written above

James C. Sturges (SEAL)

Attorney at Law (SEAL)

of New York (SEAL)

James C. Sturges (SEAL)

STATE OF WASHINGTON

County of Albion

On this day personally appeared JAMES E. STAMBER and PATRICIA A. STAMBER

to me known to be the GRANTORS of the within and foregoing instrument, and acknowledge that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and seal of the County of San Diego State of California this 10 day of May, 1979.

Public in and of the State of Washington

residing at.....White Salmon, therein.

TO JOSEPH L. UDALL
Attorney at Law
P. O. Box 425
White Salmon, WA 98672

Filed for Record at Request of

ATTCOR COMPANY

**PIONEER NATIONAL
TITLE INSURANCE**

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