

seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such monies.

Seller agrees to provide deed releases to the purchaser upon request, in reasonable proportion to the principal balance owing and the value of the property released verses the value of the property remaining on contract. Property so released shall not exceed five (5) acres and shall be located at seller's discretion and shall be subject to right of way easements for access to balance of property.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a Statutory Warranty Deed to the property, excepting any part which may have been condemned, free of encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Safeco Title Company standard form purchaser's title policy insuring the title to said property with liability the same as the above purchase price, free from encumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Seller has paid the Public Utility District of Skamania County the current required amount to bring electricity to the property; any amount needed after closing is obligation of purchaser.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, with the exception of a three month grace period or unless otherwise pre-arranged with seller, the seller may elect to declare all of the

purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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 last known to the seller.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Linwood J. Talsma
LINWOOD J. TALSMAN

Donald R. Souder
DONALD R. SOUDER

Margaret A. Talsma
MARGARET A. TALSMAN

Brenda L. Souder
BRENDA L. SOUDER

STATE OF ARKANSAS }
County of Saline } ss.

On this day personally appeared before me LINWOOD J. TALSKA and MARGARET A. TALSKA, 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 24th day of July, 1979.

Notary Public in and for the State of Arkansas, residing at .

STATE OF WASHINGTON }
County of Clark } ss.

On this day personally appeared before me DONALD R. SOUDER and BRENDA L. SOUDER, 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 day of , 1979.

Notary Public in and for the State of Washington, residing at Vancouver.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

REGISTERED
INDEXED: OIR
INDIRECT
RECORDED
COMPARED
MAILED

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY OF AT 1:00 P.M. Aug 1 1979 WAS RECEIVED IN BOOK 76 OF Clark AT PAGE 94.
IN THE COUNTY OF SKAMANIA, WASH.

COUNTY ALTOR