

17. The seller agree, upon receiving full payment of the purchase price and interest in the manner thus specified to execute and deliver to

purchaser a satisfactory warranty that hereafter there shall be no free of encumbrances except any that may arise after date of closing although any such encumbrance shall be the seller, and subject to the following:

Fulfillment

and to said real estate, excepting any

NONE

(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 building 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 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 pre-paid, return receipt requested, directed to the purchaser to 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 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.

* *Mildred E. Stevenson* (SEAL)
Mildred E. Stevenson

* *Edward M. Harper* (SEAL)
Edward M. Harper

* *Cheryl L. Harper* (SEAL)
Cheryl L. Harper

STATE OF WASHINGTON

County of Skamania

On this day of the month of September, 1972, Mildred E. Stevenson

to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she

she her

free and of her own mind and

for the purpose and effect herein expressed.

WITNESSES my hand and seal of office this day of

day of

Carol E. Salverson
Notary Public in and for the State of Washington
Residing at STEVENSON, WASHINGTON



REGISTERED
INDEXED: <i>OK</i>
RECORDED: <i>OK</i>
COMPALED
MAILED



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME Mildred E. Stevenson

ADDRESS Rose Mobile Home Park #18

CITY AND STATE Carson, WA

STATE OF WASHINGTON
THE COUNTY OF SKAMANIA, RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Shirley L. Todd Co</i>	
OF	<i>Stevenson, WA</i>
AT	<i>4:40 P.M. Oct 5 1972</i>
THIS RECORDS IN BOOK	<i>77</i>
OF	<i>329</i> AT PAGE <i>329-330</i>
RECORDS OF SKAMANIA COUNTY, WASH	
<i>Shirley L. Todd</i>	
NOTARY AUDITOR	
<i>B. Babcock</i>	

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,
STATE OF WASHINGTON. TO-WIT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SECTION 25, THENCE
SOUTH 89° 13' 40" WEST 1,557.33 FEET; THENCE NORTH 06° 50' WEST
847.78 FEET; THENCE NORTH 26° 33' WEST 383.6 FEET; THENCE NORTH
50° 42' WEST 275 FEET TO THE INITIAL POINT OF THE TRACT HEREBY
DESCRIBED; THENCE SOUTH 15° 40' WEST 207.5 FEET; THENCE NORTH 84°
59' WEST ALONG THE BOTTOM OF A CERTAIN CREEK 85.28 FEET; THENCE
NORTH 82° 01' WEST ALONG SAID CREEK BOTTOM 206.7 FEET; THENCE
NORTH 36° 28' WEST ALONG SAID CREEK BOTTOM 119.8 FEET; THENCE NORTH
36° 07' EAST 90.57 FEET TO INTERSECTION WITH THE WESTERLY RIGHT-
OF-WAY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS KANAKA CREEK ROAD;
THENCE IN A SOUTHEASTERLY DIRECTION FOLLOWING THE WESTERLY RIGHT-
OF-WAY LINE OF SAID COUNTY ROAD 145 FEET, MORE OR LESS, TO THE
INITIAL POINT.

89679

Mildred E. Stevenson

Cheryl L. Harper
Edw. M. Harper

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