

(7) The utility agrees, upon receiving full payment of the purchase price and interest in the manner and date specified, to execute any delivery or transfer of title or warranty, or other documents given for public use free of encumbrances except one that may attach after date of closing through day herein after, that the owner and subject to the following:

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, 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 agreement hereof or to make any payment required hereof or 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.

Served 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 hereof, or if 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.

Milo Poppenhagen
Milo W. POPPENHAGEN

(SEAL)

Michael J. Southard
MICHAEL J. SOUTHARD

(SEAL)

Lorinda L. Southard
LORINDA L. SOUTHARD

(SEAL)

STATE OF WASHINGTON,

COUNTY OF Skamania

On this day personally appeared before me **Milo W. POPPENHAGEN**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed.

for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 20th day of December, 1979.

Jan Stevenson

Notary Public in and for the State of Washington
Commissioned December 1, 1978
Stevenson.



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME

ADDRESS

CITY AND STATE

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	
COMPILED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON 1979
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF WRITING, FILED BY

Jan Stevenson

ON DECEMBER 20, 1979

AT 8:30 AM PST

WAS RECEIVED IN BOOK 77

ON DECEMBER 20, 1979 AT PAGE 218

REGISTRATION OF SKAMANIA COUNTY, WASH.

Jan Stevenson