



(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to make to the buyer a written certificate of title history warranty, free of encumbrances except any later than the date of closing through conveyance from the seller, and subject to the following:

**These easements, rights of way and reservations of record.**

(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 for or to maintain insurance, as herein required, the seller may make such payment or offset 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, and without prejudice to any other rights 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 so doing to call all payments made by the purchaser hereunder and all 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 in his address best 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 so entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON  
RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY COURT  
COUNTY OF WASHINGTON

On this day personally appeared before me ARTHUR E. WERSCH and AUGUSTA WERSCH  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of December, 1979.

Notary Public for the State of Washington, Oregon,  
residing at 1414 1/2 N. Federal Avenue

My Commission Expires: 6-6-79.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME: JOSEPH L. UDALL, Attorney at Law

ADDRESS: P. O. Box 475

CITY AND STATE: White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED IN THE

COUNTY OF SKAMANIA, WA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR WRITING, FILED BY

JOSEPH L. UDALL, Attorney at Law

AT 1414 1/2 N. FEDERAL AVENUE

WAS RECORDED ON DECEMBER 27, 1979

AT PAGE 726

RECORDED ON GLASSINA COUNT, WASH.

EXHIBIT A

TOGETHER WITH the right to withdraw domestic water from a spring located in Lot 1, Block 1A, MANZANOLA ORCHARD TRACTS and an easement for water pipeline over Lot 2, Block 1A, MANZANOLA ORCHARD TRACTS in common with grantor and the owner of that certain tract sold to Theodore D. Vankirk and Patricia J. Vankirk, husband and wife, Deed dated July 1, 1974, recorded in Book 66, page 182, under File No. 77825;

SUBJECT TO the reservation contained in Deed dated May 21, 1974, between Nielsen and Evans recorded in Book 62, page 893, under File No. 73455, of the right to relocate the above described right at any time;

AND SUBJECT TO an easement for water pipeline over Lot 2, Block 1A, MANZANOLA ORCHARD TRACTS in common with grantor and the owners of that certain tract sold to Thomas D. Green and Patterson Marie Green, husband and wife, on contract recorded in Volume 62 of Deeds, on page 93, File No. 72544, records of Skamania County, reserving however, to grantors and successors the right to relocate said pipeline at any time, as disclosed by instrument in Book 62 of Deeds at page 893, under Auditor's File No. 73455, records of Skamania County, Washington;

AND SUBJECT TO right-of-way easement recorded under Auditor's File No. 88302 in Book 76 of Deeds at page 351, records of Skamania County, described as follows:

A strip of land five feet in width, beginning at existing power pole on west side of Carr Road, thence 300 feet more or less, thence 305 feet, more or less, to end of easement, said easement being located in the following described property:

West Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 E.W.M., thereof on file and of record at page 532 in Book 73 of Deeds, records of Skamania County, Washington.