

17) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a satisfactory warranty deed, hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any means other than 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 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, ad 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.

Services 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.

(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.

Arthur H. Wersch (SEAL)
Augusta Wersch (SEAL)
John H. Wersch (SEAL)

STATE OF OREGON

County of Multnomah

On this day personally appeared before me ARTHUR H. WERSCH and AUGUSTA WERSCH

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their

for the uses and purposes therein mentioned.

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

My Commission Expires: 6-6-80



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 426

CITY AND STATE White Salmon, WA 98672

RECEIVED
 WORKS, PIR.
 KNOWN
 RECORDED
 INDEXED
 FILED

THIS SPACE RESERVED FOR RECORDERS USE

COUNTY OF SKAMMIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

Joseph L. Udall

ON 12-26-79 AT 4:52 PM

RECORDED IN BOOK 21

OR 12-26-79 AT PAGE 725-6

RECORD OF SKAMMIA COUNTY, WA

John H. Wersch

EXHIBIT A

TOGETHER WITH the right to withdraw domestic water from a well located in lot 1, Block 12, MANZANOLA ORCHARD TRACTS and an easement for water pipeline over Lot 2, Block 11, 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, by Deed dated July 1, 1974, recorded in Book 66, page 582, under Auditor's File No. 77825;

SUBJECT TO the reservation contained in Deed dated May 21, 1972, between Nielsen and Evans recorded in Book 62, page 893, under Auditor's File No. 73455, of the right to relocate the above described pipeline at any time;

AND SUBJECT TO an easement for water pipeline over Lot 2, Block 11, 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, of 1980, 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 354, 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.