

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty of fulfillment, and to said real estate, accepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

- (a) Public roads, easements of record, and general taxes which will become due and payable in 1980 and succeeding years.

(8) Unless a different date is provided for hereon, the purchaser shall be entitled to possession of said real estate on date of closing or 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, electric, telephone, 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, and unpaid, shall be recoverable by purchaser on seller's demand, and 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 so doing 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 foreclosure and termination of purchaser's rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser at an address set forth in the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, it is agreed not to collect any costs not required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred 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 in entirety, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred 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 at and at the date first hereon set forth above.

STATE OF WASHINGTON

County of Snohomish

On this day personally appeared WILLIAM LUNDY, JR. and LOUISE W. LUNDY, his wife,

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

10th day of

December, 1979.

Notary Public in and for the State of Washington

residing at Stevenson, Washington



DAFF CO. TITLE INSURANCE COMPANY

1001 1/2 AVENUE, SUITE 100, SEASIDE, WASHINGTON 98138

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	FILED
INDEXED	FILED
RECORDED	FILED
DISPOSED	FILED
MAILED	FILED

THIS SPACE RESERVE FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN	
DOCUMENT IS A TRUE AND CORRECT COPY OF THE	
OF	STEWARTSON, WASH.
AT	STEWARTSON, WASH.
WAS RECORDED IN BOOK	77
OF	RECORDS
RECORDS OF SNOHOMISH COUNTY, WASH.	
BY	NOTARY PUBLIC
AT	STEWARTSON, WASH.

90274

BOOK 77 PAGE 84

17820
18-10-200

SCHEDULE A

An undivided one-half interest in the following described real property
in Skamania County, State of Washington:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 26, Township 3
North, Range 8 E. W. M;

EXCEPT the east 1,085 feet of the north 1,320 feet
thereof;

AND EXCEPT a tract of land located in the West Half
of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of the said Section
26 described as follows: Beginning at a point mark-
ing the intersection of the centerline of County Road
No. 3039, designated as the Wind Mountain Road, as
the same is presently constructed and established,
with the west line of the Southeast Quarter (SE $\frac{1}{4}$) of
the said Section 26 at a point south 340 feet, more
or less, from the center of the said Section 26;
thence following the centerline of said road in a
southeasterly and thence in a southeasterly direc-
tion 1,650 feet, more or less, to its intersection
with the west line of the Southeast Quarter (SE $\frac{1}{4}$) of
the said Section 26; thence north 1,100 feet, more
or less, to the point of beginning.

REAL ESTATE CONTRACT dated November 1, 1979
Seller: Conrad Lundy, Jr., et ux.
Purchaser: Thomas T. Arnold et ux.