A-1864

Pioneer National Title Insurance Company

WARFINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THE CONTRACT, made and extend into this /af day of August, 1970

bywen Wilhelm A. Melson and Lenora H. Melson, husband and wife, Edward m. Piets and Choris Plets, husband and wife, and Victor R. Baker and Anna M. Baker, husband and wife.

hereinafter colled the "seller," and Rusgell Dillon and Myzna L. Dillon, hauband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenances, in Skamania

All that portion of: T. I N., R. 5 E., W.m. Section 5: En Sh SEL SEL, lying southwesternly of State Highway 140.

Except the easterly 25 feet of the southeasterly 150 feet parallel to State Highway 140, an easement reserved for ingress and egress.

It is furthered agreed that the purchasers shall not out nor renove the confer trees from the premises during the life of this contract, without first receiving the written consent of the Sellers.

The terms and conditions of this contract are as follows: The purchase pulze is FOUR THOUSAND FAVE HUNDRED AND NO/LOO (\$ 4,500.00) Dollars, of which) Dollars have

TWO HUNDRED AND NO/100

(\$ 200.00

been paid, the receipt whereof in hereby acknowledged, and the balance of said purchase price shall be paid as follows:

) Dollain, 1970

day of September or more at purchaser's option, on or before the 1. arb) Dollars,

day of each succeeding calendar month until the balance of raid or more at purchaser's option, on or before the 15t purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 1st September day of 2/4 which interest shall be deducted from each Installment payment and the balance of each payment applied in reduction of principal.

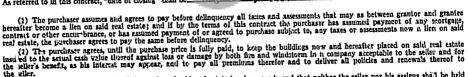
All payments to be made bersunder shall be made at Flirst Independent Bank, Battleground Branch,

or at such other place as the seller may direct in writing. Bottleground, Wash.

No. 34 O TRANSACTION EXCISE TAX

SEP 2 2 1970 Amount Paid Shaull kamania County Treasurer

As referred to in this contract, "date of closing" shall be August 22, 1970.



(3) The purchaser agrees that full inspection of said real estate has been made and that noither the seller nor his assigns shall be held to into covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or repeated or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

in writing and attached to and made a part of this contract.

(4) The purchaser assumes sil harards of domage to or destruction of any improvements new on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that ments damage, destruction or inking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award to remaining after payment of reasonable expenses of procuring the same shall be paid to the selfer and applied as payment on the purchase rich ered in unless the soiler elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or rections of any improvements damaged by such taking. In case of darasage or destruction from a puril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoked to the restorable or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has additioned an armited to Advance that the seller to the payment of the restorable and the purchase price herein.

perchase price narran.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, it purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Proving Manorate, True Houseage Containty, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing to said policy form;

b. Liens of encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract of contracts under which seller is purchasing said real entity, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title,

(\$19808) SEP 1970 SKAMANIA GOUNT STEVENSON, WASH Bights of wars and passagents of records

The purplisher egreen to relative the seller for the 1970 property texos bereing (3) Dates a different date is proving for leading the purchaser shall be entitled to possession of said and evide on date of classical to retain possession so long as purchaser is not in default hereunder. The purchaser communit to keep the buildings and other, impurity into a said real earlier to go reper and not to permit waste and not to use, or purchaser communit to the fifth of the real instant for six within poss. The buildings and either that date purchaser is entitled to passession.

(6) In on the purchaser falls to make any payment herein provided or to maintain higherance, as herein required, the seller hard payment is payment; it uffect such insurance, and any amounts so paid by the seller, together with interest at the rate of 1976 per annual thirden means of payment that repeal, shall be repayable by purchaser on soller's demand, all without prejudice to any other right the salier. (10) Time but the source of the common of the the have by knewn of such default.

(10) Thus is of the essence of this contract, and it is spreed that in case the purchases shall fall to comply with or pastern any didition or spread acreased the transport of the essence of the contract, and it is spreed that in case the purchases shall fall to comply with or pastern any didition or spread on the event of the fact of the spread of the transport has been described to the spread of the fall suppressed by the particular to the fall suppressed by the particular and all suppressed damages, and the selles shall be foreigned as a whiter of any subsequent default.

Exprise upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser shall be deeply disted States Mall, postage pre-paid, return receipt requested, directed to the purchaser this address last known to the seller.

(11) Upon saller's election to bring suit to ansorce any covariant of this contract, including suit to collect any payment required returner, the purchaser agrees to pay a reasorable sum as attorney's fees and all costs and expenses in connection with ruck acti, which mas shall be included in any judgment or decree entered is such with. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's eights bersunder, and judgment is so used, the purchaser agrees to pay a reasonable sum as attermey's fees and all costs and appears in connection with such suit, and also reasonable cost of searching records to determine the condition of this at the date with out is commenced, which sums shall be used in any judgment or decree entered in such suit. IN WITNESS HIMEREDE, the parties bearing the bearing as of the distance as of the distance fint written above CONTRACTOR Bugar County of Wherk Cla On this day personally appeared before he / Persel to me known to be the individual Scientified in and who executed the within and foregoing instrument, and acknowledged that
Living grand the same as free and voluntary act and deed, for the uses and voluntary act and deed, for the uses and purposes therein mentioned. UDON'T Mander my hand and official seal this Notary Public is and for the State of Washington COUNTY OF SKAMANIA 72577 HEREBY CERTIFY THAT THE GYPTON instituation of writing filed by Hilliehm Q. nelson 1 BOX 460 Butter Sha 4 2:30 M deal 22 1070 WAS RECORDED IN BOCK 621 Deed REGISTERED _AT FASE 15/-2 records of skamahia county, wasia INDEXED: DIR. SA Todal Filed for Record ut Brequest of INDIRECT: 6 COUNTY, AUDITOR MYSHIMALON AILES DINIBIO RECORDED: Picacin Usilens! Title insurance Company THE SEELEN TO TOR RECORDERS TORE COMPARED

STATE OF WASHINGTON,

County of Clark

WAILED

On this day personally appeared before me Wilhelm A. Nelson, Lenens M. Nelson, Victor R. Baker, Anna M. Saker, Edward H. Pietz, Gloria Fletz, to be known to be the individuals described in and who executed the within and force going instrument, and acknowledged that they signed the same at their free and roluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under any heavy and official seal this 2/ day of Schumber. 19

my heavy and official seal this 2 | day of September, 1970.

Pioneer National Title Insurance Company

REAL ESTATE CONTRACT

WARHINGT IN TITLE DIVISION

THI/CONTRACT, were can caused into this // day of August, 19/0

between Wiltelm A. Welson and Lanora M. Melson, husband and wife, Edward m. Platz and Oloriz Fietz, bestend and wife, and Victor R. Baker and Anna M. Esker, husband and wife. herein ther called the "anter," and Emssell Dillion and Myrna L. Dillion, husband and wife

hereinafter called the "porchiver,"

WITNESSETH: That the seller agrees to well to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenances, in Slowenia

All that portion of: T. I N., R. 5 R., W.m. Section 5: My Sly SEly, lying continue welly of State Highway 140.

Except the easterly 25 feet of the southeasterly 150 feet paralized to State Highway 140, an easement reserved for ingress and egress.

It is furthered agreed that the purchasers shall not out nor rayou any confor trees from the premises during the life of this contract, without first asserving the written consent of the Sellers.

The terms and conditions of this contract are as follows: The purchase price is FOUR THOUSAND FIVE HUNDRED AND NO/1400

(3 4,500,000) Dollars, of which (# 4,500,00 TWO HUNDRED AND NO/100) Dollars have (\$ 200,00 Abeen paid, the receipt whereaf is hereby acknowledged, and the balance of said purchase price shall be paid as follows:) Dollars,

1970 1 day of September or more at purchaser's option, on or before the 1. 56) Dollars, day of each succeeding calendar month until the balance of said or more at purchaser's option, on or before the Lat purchase price shall have been fully paid. The purchases further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 1st day of Sertember 3% at the rate of which inferest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at First Independent Bank, Battleground Branch, Battleground, Wash.

TRANSACTION EXCISE TAX

or at such other place as the seller may direct in writing.

SEP 22 1970

[leaked] Ukamania County Treasurer

As referred to in this contract, "date of closing" shall be August 22, 1970.

(1) The purchaser assumes and surees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any motigage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments i we alien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate (3) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate instruct to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to puy all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agrees that full isspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or segments for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in willing and attached to asid made a part of this contract.

in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on add real erists or heaviter placed thereon, and of the taking of said real erists or any part thereof for public use; and agreet that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real exists is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of pracuring the sains shall be paid to the seller and applied as payment on the purchase herein unless the seller elects to allow the purchaser to apply all or a portion of such condensating award to the rebuilding of restorable and any improvements damaged by such taking. In case of damage or destruction from a prixil insured against, the proceeds of such insurance remaining after payment of the reasonable expense of protucing the same shall be devoted to the restorable time, unless purchaser elects that said proceeds shall be paid to the after for application on the jurchase price herein.

(5) The saller has delibered, or agreed to delibere which a state of the paid to the after for application on the

(3) The seller has dilletred, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in (3) The seller has dilletred, or agrees to deliver within 15 days of the date of closing, a purchaser policy of title insurance in the full amount of



(6) If seller's title to said that within the subject to ten existing or most or equivalent mater which make is any statement as any mantenance; other obligation, which safer is the pay, salar against set make mater in approxime in approxime of a seller in the safer is the payment. It is particular to the right to make any payments necessary to exceed the distant, and payments as another to the payments next falling due the safer mater that continict.

(7) The celler agree, upon rectring full payment of the punitude price said fateries in the mission classes position, to accept chied to said real estate, excepting any peat thereof business differer to purchase a statutory warming Dead then for public use, The of escumbraces except may that may attach after date of clother through any person when then the affect is the following:

Mights of weys and essentia of record.

The purchaser agrees to relaburso the soller for the 1970 property taxes bereon, provided from the date of this contract.

(3) Unless a different data is provided for herein, the curchaser shall be emitted to possession of said rest estate on date of closing and to intake possession so long as purchaser is solt in default hereunder. The purchaser coverants to keep the buildings and other improvements on said real estate in good repair and not to per purchaser overants to the real estate for any illegal purpose. The purchaser coverants to per all reviews, incalidation or construction charges for water, sever, electricity, garbage or other utility curvises furnished to said real estate after the date purchaser is emitted to possession.

(9) In case the purchaser first to make any payment hereing to possession.

(9) In case the purchaser first to make any payment herein provided or to maintain insurance, as been required, the seller may make such payment or effect such incurrance, said any assuming so paid by the seller, together with atterest at the rate of 10th per annum thateon from data of insymment until repeal, chall be repayable by purchaser on railer's demand, all without projudice to any other right they by rescond of such default.

might laws by reason of such default.

(3th) Time is of this exerce of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement (treef) or to reade any spacest required thereined promptly at the time and in the manner therein required, the saller may elect to declay all the purchaser's rights hereunder testabuted, and upon his doing so, all payments made by the purchaser becaused any any property of the purchaser shall have right to reduce any latest property of the saller as liquidated damages, and the seller shall have right to reduce any interest of the purchaser testabuted, and upon his doing so, all payments made by the culture and take possession of the real exists shall be forfeited to the seller as liquidated damages, and the seller shall have right to reduce any interest and the purchaser shall be continued as a variety if any subsequent of the real exists; and no water by the seller of any default on the part of the purchaser shall be continued as a variety of all separate which are continued as a variety of any subsequent of the real exists, and no water to subsequent to the purchaser at his address has become a late of the saller and termination of purchasers rights may be made by United States All B, possing purchaser and continued any purchasers and the saller, the purchaser of the saller to enforce any coverant of this continue including unit to collect any payment required hereunder, the purchaser of the two to the saller and the saller and all costs and expenses in connection with such suit.

If the seller shall bring and to proceed an adjudication of the termination of the purchasers rights hereunder, and judgment or detroe cut tred in such sail.

If WYTNIES, WHITROE, the real termination of the interment of the date of the military date.

in witness lying	EOF, the parties hereto have executed this instrument	as of the date first written above.
Wilheling	P. Melsen - La	sould be help soul (seas)
Theter A	Barres Lenga	26 DI BAJES, " (SZAE)
Elow 1	i Come the	(SEAL)
Kerser	el Delen My	nna L. Diller (our)
STATE OF WASHINGTON		
	appeared before the Parish Du	Um & Myene L. Dellos
,	ividual Selectified in and when recuted the within a	
they	0//	and voluntary act and deed, for the uses and purposes
therein mentioned.	_ci	0012 - 1870
O D D Ni Conder my have	d and official seal this day of	Heplender, 1110
	July 1	white Height
	Notices F	Public in and for the State of Washington, Chefore
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		7
O'les O'll state of the	The land	and the state
	My Commerce	Mergon 1/2/7
	COUNTY OF SKAMANIA	
72577	I HEREBY CENTIFY THAT THE WITHER	
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times Wilbare A. Melson and Lenora M. Wolson, buebasd and wife, Edward m. Plats and Cloris Piets, Restand and wife, and Victor R. Baker and Amm M. Baker, bushaud and wife. berieffer what the "after," and Bussell Dillon and Myrna L. Dillon, husband and wife

hereinalter collect the "pourchaser,"

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| Section | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100) Dollars. , 1970 . day of September or more at purchaser's option, on or before the 1 55) Dollars, day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price 181 1970 . per cent per annum from the 1st day of September which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal, 8% All payments to be made hereunder shall be made at First Independent Bank, Battleground Branch, Battleground, Wash. or at such other place as the sell'r may direct in writing.

-340TRANSACTION EXCISE TAX SEP 22 1970 Amount Paris 500 Skamania County Treasurer

As referred to in this contract, "date of closing" shall be August 22. 1970.

(1) The purchaser assumes and agrees to pay infore delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estati; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessmints now a lien on said real estate, the purchaser agrees, to pay this same before delinquent (2) The purchaser agrees, until the purchase price is fully paid, to keep the hulidings now and hereafter placed on said real estate (1) insured to the actual crah value thereof against loss or damage by both fire and windstorm in a company acceptable to the celler and for insured to the actual crah value thereof against loss or damage by both fire and windstorm in a company acceptable to the celler and for insured to the actual crah value thereof against loss or damage by both fire and windstorm in a company acceptable to the celler and for insured to the actual crah value thereof against loss or damage by both fire and windstorm in a company acceptable to the celler and for insured to the actual crah value thereof against loss or damage by both fire and windstorm in a company acceptable to the celler and for insured to the actual crah value thereof against loss or damage by both fire and windstorm in a company acceptable to the celler and for insured to the celle

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(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in triandard form, or a commitment therefor, issued by Pioniss National Title Hubbara Company, insuring the purchaser to the full amount of said purchase prior against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which saller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.



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(1/1) Time is of the exerce of this contract, and it is agreed that in case the purchaser shall fell to comply with or perform any condition or agreement hereof or to make any payment required bereinder promptly at the time and in the manner herein required; the colling many elect to declare all the purchaser's rights be readed the manner herein required; the selling many elect to declare all the purchaser's rights be readed to the colling and all improvements placed upon its reades that be foreitted to the seller as liquidated damages, and the seller saller is saller is saller is saller in the seller as liquidated damages, and the seller saller is saller in the seller is saller in the seller is saller in the seller in the seller is saller in the seller in the seller is saller in the seller nums assess for instruction may programme or success or success as such as in the purchaser's rights becomeder, and judgment is no externed, the purchaser agrees to pay a reasonable sum on site errors 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 commence—which sums shall be lackuded in any judgment or decree entered in such suit. IN WINESS WITEREDS, the parties berein have executed this instrument as of the date first written about County of Glerk Class On this day personally epipeared betwee the Poursell Collors En Myses L. Chillon to me known to be the individual Separation in and who executed the within and foregoing instrument, and acknowledged that
Living signed the same as Laute free and voluntary act and deed, for the uses and free and voluntary act and deed, for the uses and purposes therein manifered. Office and official scal this (O.T. A. Notary Public in and for the State of Wathington, STATE OF WASHINGTO COUNTY OF SKAMANIA 72577 I HEREBY CERTIFY THAT THE WITHOU INSTRUMENT OF WRITING, FILED BIL Hellelm OFRHI BOX 460 Rule Ha N 2130: 4 deal 32 70 WAS RECORDED IN BOOK Deed REGISTERED AT PAGE 15/12 RECORDS OF TRANSMIA COUNTY, WASHL INDEXED: DIR. & rodd Filed for Record at Request of INDIRECT: / Pleasest Relienal Title Division WANTER DIVISION COUNTY AUDITOR MECORDED: THE SHIP BESERVED FOR RECORDERS TISE! COMPARED HAILED STATE OF WASHINGTON. County of Clark

> On this day personally appeared before me Wilhelm A. Nelson, Lenona M. Nelson, Victor R. Baker, Anna H. Baker, Edward H. Pietz, Gloriu Pietz, to ma 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 dead, for the uses and purposes therein mentioned.

GIVEN mider my hand pand official seal this 2 | day of September, 1970.

Fublic in and for Washington, residing at Battle Granne,