



90873

WAC 172-02-020

18) Seller's title to said real estate is subject to an existing contract or contracts as set forth in the schedule of liens and any other prior or other obligations, which seller is to pay, after he has to make such payments, in accordance with the said contract, and upon default, the purchaser shall have the right to make any repairs, necessary to correct the defects and any other improvements that be applied to the payments next following that the seller under the contract.

19) The seller agrees, upon receiving full payment of the purchase price and interest by an amount of money specified in the contract to deliver to purchaser a statutory warranty. -- fulfillment

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Covenants, conditions, restrictions, rights of way, easements & encumbrances of record.

21) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing and to the possession as 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 to pay or permit the use of the real estate for any other purpose. The purchaser covenants to pay all service, the allocation or construction charges for water, sewer, electric, telephone and other utility services furnished to said real estate after the date purchase is in title to possession.

22) In case the purchaser fails to make any payment of interest, provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum, together with the 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.

23) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with its covenants, any condition or agreement hereof or to make any payment required hereunder prior to the time of the closing, the purchaser covenants to the seller to deliver all the purchaser's rights hereunder terminated, and upon the termination of payment, 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.

24) Upon purchase 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.

25) 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 of attorney's fees and all costs and expenses in connection with such suit, which may and be included in any judgment or decree entered in such suit.

26) 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 of attorney's fees and all costs and expenses in connection with such suit, which may and 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.

ROBERT S. WRIGHT (S)
LA RENIE WRIGHT (S)
ERIC A. MEYER (S)
JANITH MEYER (S)

STATE OF WASHINGTON

County of Clark
On this day personally appeared before me ROBERT S. & LA RENIE WRIGHT
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their true and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of JUNE, 1960

Notary Public and for the State of Washington
Residing at: Westport



First American Title INSURANCE COMPANY

Filed for Record at Request of
Mail to:
Name: Eric & Janith Meyer
Address: 3201 NE 104th Avenue
City and State: Vancouver, WA 98684

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THIS INSTRUMENT IS FOR RECORDER'S USE
COUNTY OF CLATSOP
EXACT COPY TO BE FILED
DATE RECEIVED BY RECORDER
BY:
FILED BY:
RECORDS OF CLATSOP COUNTY, OREGON