

Stevenson may cut and remove sawlogs and deliver them to others for processing, and it shall not be necessary for Stevenson to account for any such logs or other timber which are not considered poles or piling.

It is further understood and agreed that in the event of default by Stevenson of any of the terms and provisions of this agreement, Baxter shall have the right to go upon the above-described real property, with men and equipment, for the purpose of cutting and removing poles and piling, with Baxter applying the going market price for all of such poles and piling that may be removed by it as credits and payment upon the said \$5000 advance, or any sum remaining unpaid thereon. Baxter shall have the right to deduct, before application of the net proceeds to said promissory note, all expenses incurred by Baxter in the cutting, removal and marketing of said poles and piling.

Baxter may continue to cut and remove said poles and piling until such time as said advance and all out of pocket expense in connection with the logging operation shall have been fully reimbursed, with any interest coming due under the terms of said promissory note.

It is understood and agreed that Baxter will make, execute and deliver to Stevenson a good and sufficient satisfaction of this mortgage as soon as said promissory note has been paid in full, together with any interest and expense incurred by Baxter if it becomes necessary for Baxter to go upon said premises and cut and remove said poles and piling.

In the event any suit or action is brought by Baxter to enforce any term or provision of this agreement, Stevenson agrees to pay, in addition to the usual court costs, such additional sum as the court may adjudge reasonable as attorney's fees in such suit or action.