

(6) If seller's title to said real estate is subject to an existing contract or mortgage under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and pay the costs of such default be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest by the manner above specified, to execute and deliver to purchaser a satisfactory warranty deed to said real estate, excepting any part thereof already taken for public use, free of encumbrances except any that may exist after date of closing through any person other than the seller, or its assigns, to the following:

(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 less a credit on said real estate after the date purchaser is notified 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 repaid by purchaser on seller's demand, all with 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 herein 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 on 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 notices or other papers with respect to forfeiture and termination of purchaser's rights hereunder.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights hereunder may be made by United States Mail, postage prepaid, 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 recording 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 hereunto have executed this instrument of the date first written above.

Eugene H. Nagel (SEAL)
Bonnie D. Nagel (SEAL)
David C. Yule (SEAL)
Robert D. Yule (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

Eugene H. Nagel and Bonnie D. Nagel

to me known to be the individuals so 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

30th

day of November, 1973

William T. Blum
 Notary Public in and for the State of Washington

Witness: *Danowski*

76122

Transamerica Insurance Co

A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED
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DIRECT
INDIRECT
SEARCHED
COMPARED
FILED

STATE OF WASHINGTON
 COUNTY OF CLATSOP
 CLERK'S OFFICE

EMERGENCY CERTIFICATE TO AT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Robert H. Blum

of *Clatsop County, Oregon*

at *Clatsop County, Oregon*

on *November 30, 1973*

for *Record*

by *William T. Blum*

Notary Public in and for the State of Washington

Witness: *Danowski*