

(6) If seller's title to said real estate is subject to an existing contract or contracts 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 any payments so made shall 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 in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting 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:

Subject to easements and restrictions of record.

(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 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 15% per annum thereon from 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.

(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 his doing so, 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 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.

(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 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 as of the date first written above

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF WASHINGTON,
County of Clark

On this 17th day of July, 1974, before me, HENRY JOE POLICE and SUSAN M. POLICE, husband and wife, to me known, to whom 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 made, and

GIVEN under my hand and official seal this 17th day of July, 1974.

Notary Public in and for the State of Washington,
residing at Vancouver

RECORDED
INDEXED
DIRECT
RECORDED
UNFOLD
MAILED

STATE OF WASHINGTON
COUNTY OF WASHINGTON
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
[Signature]
OF *[Signature]*
AT 11:25 A.M. JULY 17, 1974
WAS RECORDED IN BOOK 67
OF *[Signature]* 1974
RECORDED IN BOOK 67
COUNTY OF WASHINGTON



Filed for Record at Request of
ATTORNEY COMPANY
PIONEER NATIONAL
TITLE INSURANCE

STATE OF OREGON,
County of *[Signature]*

FORM NO. 23 - ACKNOWLEDGMENT
STANDARD FORM NO. 23 - ACKNOWLEDGMENT

BE IT REMEMBERED, That on this 17th day of July, 1974, 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 made, and

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including 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 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 as of the date first written above.

Henry Joe Police (SEAL)
Susan M. Police (SEAL)
Charles J. H. H. H.
Raymond J. H. H. (SEAL)

STATE OF WASHINGTON,

County of Clark } ss.

On this day personally appeared before me **HENRY JOE POLICE and SUSAN M. POLICE,** husband and 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 21st day of August, 1974.

Notary Public in and for the State of Washington

residing at Vancouver

STATE OF WASHINGTON
COUNTY OF SNAWANA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Henry Joe Police
OF Vancouver, WA
AT 11:25 A.M. Aug 17, 1974
WAS RECORDED IN BOOK 67
OF 1974
RECORDS OF CLERK OF COUNTY WASH.

RECORDED
INDEXED DIR. 8
INDEXED 6
FILED
IMAGED
MAILED



Filed for Record at Request of

ATTORNEY COMPANY

PIONEER NATIONAL
TITLE INSURANCE

FORM NO. 23 - ACKNOWLEDGMENT
STANDARD FILING CO. - SEATTLE, WASH.

STATE OF OREGON,

County of Clatsop } ss.

BE IT REMEMBERED, That on this 21st day of August, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Henry Joe Police

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Janet Rickate
Notary Public for Oregon.

My Commission expires 3-19-76