

(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, deed of trust 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 Fulfillment 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:

Easements, covenants 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 obtain 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 10% 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.

John T. Mergens (SEAL)
John T. Mergens

Paulita D. Mergens (SEAL)
Paulita D. Mergens

California
STATE OF ~~WASHINGTON~~
County of SAN DIEGO

On this day personally appeared before me John T. Mergens and Paulita D. Mergens

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 free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and seal of office this 15 day of January, 1978
Notary Public for the State of California
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Jan. 21, 1980

Heidi K. Kroska
Notary Public in and for the State of California
residing at San Diego, California
7034 Ambush Rd.

WHEN RECORDED, RETURN TO



SAFECO  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE IS RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR SET OF INSTRUMENTS FILED BY Heidi K. Kroska OR Notary Public AT San Diego, California WAS FILED IN BOOK 277 OF San Diego County RECORDS ON January 19, 1978 AT San Diego, California IN PRESENCE OF Notary Public

Attachment to Real Estate Contract dated

BOOK 74 PAGE 58
January 10, 1978

Donald J. Jost
Jonie Peters
D. Zimmerman
Arnold Nickel
H. B. Klassen

STATE OF CALIFORNIA)
COUNTY OF Fresno) ss

On this day personally appeared before me PETER J. FUNK, J. D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL and H. B. KLASSEN, 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 purpose therein mentioned.

GIVEN under my hand and official seal this 22nd day of November, 1977.

Allyn Ediger
Notary Public in and for the State of
California, residing at Red Bluff
My commission expires April 24, 1980

