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JULY 14 1980

ARMONI J. MCGEE

GENERAL COUNSEL TO THE
STATE OF OREGON

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE AND
PERSONAL PROPERTY AND SECURITY AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 1980, by and between HELEN V. GAUDETTE, hereinafter called "Seller" and WILLIAM WEAR and ANN WEAR, husband and wife, hereinafter called "Buyers",

WITNESSETH:

1. REAL AND PERSONAL PROPERTY: In consideration of the purchase price and mutual covenants herein contained, Sellers agree to sell to Buyers and Buyers agree to purchase from Sellers, the personal property described in Schedule "A" attached hereto and the following described real property to-wit:

All that portion of the Northwest quarter of the Southeast quarter of section 34, Township 2 North, Range 5 East of the Willamette Meridian, lying Northerly of the Right-of-Way for primary State Highway No. 8.

EXCEPT the West 20 feet thereof.

2. PURCHASE PRICE AND PAYMENTS: The purchase price for said real estate and personal property is the sum of ONE HUNDRED NINE THOUSAND TWO HUNDRED NINETY THREE Dollars and sixty-six cents. (\$109,293.66), it being specifically agreed that NINETY THREE THOUSAND TWO HUNDRED NINETY THREE Dollars and sixty-six cents, (\$93,293.66) of said purchase price is for the purchase of fixtures, equipment and personal property described in Schedule "A" attached hereto, said purchase price to paid by the following terms, to-wit: The sum of Twenty Thousand Dollars (\$20,000.00), receipt of which is hereby acknowledged. The balance of said purchase price being the sum of Eighty-nine Thousand Two Hundred Ninety Three Dollars and sixty-six cents.

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ESTATE PLANNING
CIVIL TRIALS & APPEALS

1 cents, (\$39,293.66) shall be paid as follows. By a payment of
2 Thirty Thousand Dollars (\$30,000.00) to the Seller in monthly
3 payments of Three hundred Ninety-six Dollars and forty-six cents,
4 (\$396.46) or more per month commencing May 15, 1980, said
5 payments to include interest at the rate of 10% per annum, and by
6 Purchasers assuming the balance of Fifty-nine Thousand Two hundred
7 Ninety Three Dollars and sixty-six cents (\$59,293.66) due on that
8 certain contract between the Seller and Albert J. Gosiak and Norma
9 K. Gosiak, husband and wife, recorded December 31, 1974 at Page 65
10 of Deeds, under Auditor's File No. 78582, records of Skamania County,
11 Washington, Excise Tax paid December 31, 1974 in the sum of \$640.00,
12 see Excise Tax receipt No. 3013.

13 Buyers reserve the right to pay the balance or any portion
14 thereof, on this contract at any time without penalty. All payments
15 hereunder shall be paid to such place as Sellers may in writing direct.

16 3. BUYER'S COVENANTS: Buyer's covenant and agree as
17 follows:

18 a. To make the payments above mentioned in the manner
19 and on the dates named.

20 b. To keep the improvements on said real estate and all
21 personal property constantly insured against loss by fire to the
22 full insurable value thereof with loss payable to sellers and Buyers
23 as their respective interest may appear, and upon demand to deliver
24 said policies to Sellers.

25 c. To assume all hazards of damage to, or destruction
26 of any said real property and of the taking or damaging thereof
27 for public use and agree to pay the consideration agreed upon and
28 named herein regardless of any loss, destruction or damage to the
29 said property or the improvements thereon by fire, or from any other
30 cause.

31 d. To make or permit no unlawful or offensive or improper
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1 use of said property or any part thereof.

2 e. To keep the said property at all times
3 condition as same now is, fire or other insurable risks
4 excepted.

5 f. To permit the Sellers or their agents to enter into
6 or upon the said property at any reasonable time to inspect it.

7 g. To pay regularly and before the same shall become
8 delinquent, all taxes, assessments, liens and encumbrances of
9 whatsoever nature and kind, which may hereafter be lawfully
10 imposed on said property or which may have been assumed by the
11 Buyers in this contract.

12 h. Not to permit or suffer any part of said property to
13 become subject to any assessments, liens, charges or encumbrances
14 whatsoever having to taking precedence over the rights of the Seller
15 in and to said property.

16 i. It is agreed that no assignment or contract for
17 assignment of this contract and /or no contract by Buyer to sell
18 the subject thereof shall be valid unless the same shall be countersigned
19 to by the Sellers in writing.

20 4. EVENTS OF DEFAULT: The occurrence of any of the
21 following shall, at the option of Sellers, and without notice
22 demand on Buyers, constitute an event of default hereunder:

23 a. Failure of Buyers to make full payments of any
24 installment hereunder within 30 days of its due date;

25 b. Failure of Buyers to observe or perform any of
26 Buyers obligations hereunder;

27 c. Buyers becoming insolvent or bankrupt;
28 Bankrupt or making an assignment for the benefit of creditors;
29 d. Institution by or against the Buyers of any
30 insolvency, reorganization, arrangement, debt adjustment
31 liquidation proceedings.

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5. REMEDIES:

6. As to Real Estate: Upon the occurrence of any event
7 of default, the Sellers shall have the right to declare this Agreement
8 null and void, and in such event, all of the Buyers' rights and
9 interest in and to said real estate derived under this agreement,
10 will utterly cease and determine, and said real estate shall revert
11 to and revert in Sellers, without any declaration of forfeiture
12 or act of re-entry, or without any other act by the Sellers to be
13 performed, and without the right of Buyers of reclamation or
14 compensation for money paid or improvements made, as absolutely,
15 fully and perfectly as if this agreement had not been made.

16. G. CONVEYANCES: When the buyers shall have paid the
17 several sums of money mentioned above and have paid the balance of
18 the contract price in full with interest, then the Sellers will
19 execute and deliver to the Buyers a Warranty Deed conveying the
20 real estate described above to the Buyers free and clear of all
21 encumbrances except those mentioned herein. At said time Sellers
22 shall also execute and deliver to the Buyer a bill of sale with the
23 usual warranties of title conveying to the Buyers all of the
24 fixture and equipment herein contracted to be sold to Buyers, subject
25 only to the liens and encumbrances mentioned herein.

26. The title to all of said property, except the inventory
27 or merchandise held for resale, shall remain in the Sellers until
28 the entire purchase price with interest has been paid.

29. Buyers hereby acknowledge that Sellers have ordered a
30 Purchaser's Policy of Title Insurance insuring their interest in
31 and to said real property as of the date of this Agreement, and that
32 upon the delivery of said policy to Buyers, Seller shall have no
33 further obligation to insure Buyers' Title.

34. 7. REPRESENTATION: Buyers have inspected the premises,
35 fixtures, business, and business records sold herein and have found
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ATTORNEY AT LAW
101 W. 10TH STREET
KODAK, TENNESSEE 37765

1 the same to be as represented, and they agree that no promises,
2 representations, statements or warranties expressed or implied shall
3 be binding on the Sellers unless expressly contained herein. Buyer
4 expressly state that they have placed no reliance whatever upon any
5 representations other than those contained herein.

6 8. PARTIES BOUND: This contract shall bind the heirs,
7 executors, administrators, and assigns of the respective parties
8 hereto.

9 9. WAIVERS: No assent, expressed or implied, by Sellers
10 to any breach of Buyers' covenants or agreements shall be deemed to
11 be a Waiver of any succeeding breach of the same or other covenants.

12 10. COSTS: In the event Sellers retain an attorney to
13 enforce any provision of this contract, or to have the same forfeited,
14 as above provided, Buyers agree to pay to Sellers such sums as
15 the Court in any such action declares to be reasonable as attorneys
16 fees and costs.

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this 15th day of April, 1980.

~~Ex-Officio~~ ~~Ex-Officio~~
HELEN V. GAUBETTE Salter

HELEN V. GRUETTE, Seller
63100 : 1-1

William H.

ANN WEAR Buxton

24 STATE OF WASHINGTON)
25 COUNTY OF CLARK) SG

On this day personally appeared before me Helen V. Gaudette,
to me known to be the individual described
in and who executed the within and foregoing instrument and acknowledged
that she signed the same as her free and voluntary act and deed for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of
29 APRIL, 1980.

~~NOTARY PUBLIC in and for the State of~~
~~Washington residing at~~

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ROBERT W. DANVIR, JR.
ATTORNEY-AT-LAW
P.O. BOX 808
SUITE 700, 720 N. RICHARD AVENUE
TAMPA, FLORIDA 33601

BOOK 7

1 STATE OF WASHINGTON)
2 COUNTY OF CLARK) ss
3

4 On this day personally appeared before me WILLIAM WEAR
and ANN WEAR, husband and wife, to be known to be the individuals
5 described in and who executed the within and foregoing instrument
as their own free and voluntary act and deed for the uses and
6 purposes therein mentioned.
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8 GIVEN my hand and official seal this 11th day of May
9 1980.

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11 NOTARY PUBLIC in and for the State of
12 Washington residing at [signature]
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SCHEDULE "A"

INVENTORY OF PERSONAL PROPERTY SOLD BY HELEN V. GAUDETTE as Seller,
to WILLIAM WEAR and ANN WEAR, husband and wife, as Buyers:

- 4 1 trailer house
5 5 tables
6 Benches
7 1 wood stove
8 1 Sayno, small refrigerator
9 1 Sunbeam ice-o-matic ice machine
10 1 Taylor ice cream machine (soft ice cream)
11 3 Westinghouse refrigerator-freezer
12 1 Frididaire refrigerator-freezer
13 1 Nelson Freezer
14 1 Taylor Freezer (ice cream)
15 1 Westinghouse Electric stove
16 1 Kenmore Electric Stove
17 3 cash registers, 1 smith-C, 1 N.C.R.
18 2 adding machines, 1 Burr., 1 N.C.R.
19 2 coolers, 1 Albert Ross, 1 Husemann
20 1 set of scales, Berfield
21 1 air compressor, small, Worthington
22 1 Flavor Crisp Ck. Fryer
23 1 Star Grill
24 1 Star Deep Fryer

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