

1 cents, (\$39,293.66) shall be paid as follows: By payment of
 2 Thirty Thousand dollars (\$30,000.00) to the Seller in montly
 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. 76582, 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 repsective 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 of 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

32 CONTRACT - page two

1 use of said property or any part thereof.

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

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

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 Buyers
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 Buyers to sell
18 the subject thereof shall be valid unless the same shall be confirmed
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 being declared
28 Bankrupts 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.

32 CONTRACT - page three

5. REMEDIES:

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

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

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

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

8. REPRESENTATION: Buyers have inspected the premises, fixtures, business, and business records sold herein and have found

CONTRACT - page four

ROBERT H. GILVER, JR.
ATTORNEY AT LAW
1000 15th Street, N.W.
WASHINGTON, D.C. 20004

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

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

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

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

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

Helen V. Gaudette
HELEN V. GAUDETTE, Seller

William E. (W.) Wear
WILLIAM WEAR, Buyer

Ann Wear
ANN WEAR, Buyer

STATE OF WASHINGTON)
COUNTY OF CLARK) ss

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 15th day of April, 1980.

Notary Public
NOTARY PUBLIC in and for the State of Washington residing at Brinkley

CONTRACT - page five

ROBERT W. MANVIN, JR.
ATTORNEY AT LAW
SUITE 211 1000 FOURTH AVENUE
SEASIDE WASHINGTON 98137

1 STATE OF WASHINGTON)

2 COUNTY OF CLARK

: ss

3 On this day personally appeared before me WILLIAM L. L. and ANN WEAR, husband and wife, to be known to be the individuals described in and who executed the within and foregoing instrument as their own free and voluntary act and deed for the uses and purposes therein mentioned.

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9 GIVEN my hand and official seal this 21st day of May, 1980.

10
11 NOTARY PUBLIC in and for the State of
12 Washington residing at -
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32 CONTRACT - page six

SCHEDULE "A"

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

- 1 trailer house
- 5 tables
- Benches
- 1 wood stove
- 1 Sayno, small refrigerator
- 1 Sunbeam ice-o-matic ice machine
- 1 Taylor ice cream machine (soft ice cream)
- 3 Westinghouse refrigerator-freezer
- 1 Frididaire refrigerator-freezer
- 1 Nelson Freezer
- 1 Taylor Freezer (ice cream)
- 1 Westinghouse Electric stove
- 1 Kenmore Electric Stove
- 3 cash registers, 1 Smith-C, 1 N.C.R.
- 2 adding machines, 1 Burr., 1 N.C.R.
- 2 coolers, 1 Albert Ross, 1 Husomann
- 1 set of scales, Berfield
- 1 air compressor, small, Worthington
- 1 Flavor Crisp Ck. Fryer
- 1 Star Grill
- 1 Star Deep Fryer