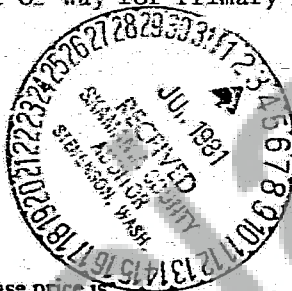


REAL ESTATE CONTRACT

THIS CONTRACT, made this 18th day of May, 1981 between
 WILLIAM WEAR AND ANN WEAR, HUSBAND AND WIFE
 SKAMANIA GENERAL STORE & RESTAURANT, INC., A hereinafter called the "seller" and
 WA CORPORATION hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in SKAMANIA County,
 Washington:

All that portion of the Northwest Quarter of the Southeast Quarter of Section 34,
 Township 2 North, Range 6 East of the Willamette Meridian, Skamania County,
 Washington, lying Northerly of the right of way for Primary State Highway No. 8;
 EXCEPT the West 20 feet thereof.



On the following terms and conditions: The purchase price is
 FIFTY THOUSAND AND NO/100 (\$50,000.00) dollars, of which

TWENTY NINE THOUSAND FIVE HUNDRED FORTY EIGHT AND 61/100 (\$29,548.61) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

THIS CONTRACT is subject to the real estate provisions of that certain Real Estate
 and Conditional Sales Contract between HELEN V. GAUDET as Seller and WILLIAM WEAR
 and ANN WEAR, husband and wife as Purchasers, recorded June 11, 1980 at page 310,
 under Auditor's File No. 90865, records of Skamania County, Washington, Excise Tax
 paid June 11, 1980, in the sum of \$932.94, receipt No. 7543, and the purchaser herein
 agrees to abide by the conditions thereof and make the payments due as required
 thereon as an additional requirement of this contract, which shall be the same and
 the total of the payment herein, and any default thereof shall be considered a de-
 fault by the purchaser herein.

ALSO this contract is subject to a Conditional Sales Contract issued simultaneously
 and contingent to this contract, a copy of which is attached hereto and made a part
 hereof, and purchaser herein agrees to abide by the terms and conditions of said
 contract and a default therein shall be deemed a default herein except that any pay-
 ment paid herein shall be considered a payment thereon and vice-versa.

8231

No. _____
TRANSACTION EXCISE TAX

JUN 5 1981
 Amount Paid \$500.00

Skamania County Treasurer
 By *William J. Carmichael* Rep

The term "Mortgage" as used below shall mean "Contract" for the purposes herein.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

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 deed to the property,

excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Clark County Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

William E. Wear

William Wear

(Seal)

Ann Wear

Ann Wear

(Seal)

Skamania General Store & Restaurant, Inc.

(Seal)

By: Herman Frost Pres.

(Seal)

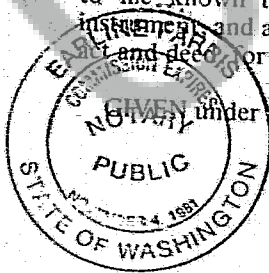
STATE OF WASHINGTON, }

ss.

County of CLARK

On this day personally appeared before me WILLIAM WEAR AND ANN WEAR

to me known to be the individual s 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.



under my hand and official seal this 20th day of May, 1981

Earline Jarvis

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

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Mail To

Name Sentry Guarantee & Escrow, Inc.

Address P.O. Box 1849

City and State Vancouver, WA 98668

THIS SPACE RESERVED FOR RECORDER'S USE.

CONDITIONAL SALE CONTRACT AND SECURITY AGREEMENT

The undersigned Seller, WILLIAM WEAR AND ANN WEAR, HUSBAND AND WIFE, hereby sells and

the undersigned Buyer, SKAMANIA GENERAL STORE & RESTAURANT, INC., A WA CORPORATION, hereby buys

on the terms and conditions below and on the reverse side hereof, the following described merchandise, (hereinafter called "purchased property"), delivery and acceptance of which in good order is hereby acknowledged by Buyer; and Buyer (as debtor) acknowledges that Seller (as Secured Party) has retained and taken a security interest therein and in the other property described herein (all of which is hereinafter collectively called the "property"). This property will secure other and future indebtedness of buyer to seller or assignee. Regardless of any other existing agreement with Seller or Assignee this indebtedness will not be secured except as herein indicated.

Description of Goods or Services:

Business known as SKAMANIA GENERAL STORE & BILL'S DRIVE-IN, located at MP331 State Highway 14, Skamania, WA, including, but not limited to, inventory and equipment, use of name, goodwill, business equipment located thereon, including, but not limited to, the real property thereon and described on Exhibit "A" attached hereto and by reference incorporated herein.

The terms and conditions of this contract are as follows: The purchase price is

ONE HUNDRED THOUSAND AND NO/100
THIRTY FOUR THOUSAND AND NO/100

\$ 100,000.00

) Dollars, of which

(\$ 34,000.00

) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEE ATTACHED EXHIBIT "B"

(\$ see below) Dollars,

or more at purchaser's option, on or before the See attached Exhibit "B" day of

, 19

and SEE ATTACHED EXHIBIT "B"

(\$ see below) Dollars,

or more at purchaser's option, on or before the

(see below) (& ex.B)

day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of 10

per cent per annum from the

day of (see below) (& ex.B)

, 19

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at

or at such other place as the seller may direct in writing.

FOR ADDITIONAL TERMS & CONDITIONS, SEE ATTACHED EXHIBIT "B"

The buyer shall not allow any of said property to come into the possession or control of any other person, or remove any part thereof from MP331 State Highway #14, Skamania, WA

and shall, at no expense to the seller, keep the same in good repair, and so keep the same insured against loss, theft or damage with loss payable to the seller for the sum of 100,000.00 Dollars.

The buyer agrees to assume and pay any tax that may hereafter be levied against the goods or chattels described therein before same becomes delinquent.

Time is of the essence of this agreement, and in the event that the buyer shall fail to make any of said payments or any part thereof, at the times hereinbefore fixed therefor, or shall suffer or permit any of said goods or chattels to be taken from the buyer possession or removed from

MP331 State Highway #14, Skamania, WA

the buyer shall make default in any of the conditions above stated, or if at any time the seller shall feel insecure, then this contract may be forthwith terminated, at the option of the seller, without notice, and the seller shall hereupon be entitled to the immediate possession of all said property where-

ever situated. And all payments theretofore made to the seller by the buyer shall be retained by the seller as the seller's own property, as compensation for the use and wear and depreciated value of said goods and chattels, and for the seller's loss and trouble. 66,000.00

And the seller agrees that upon the receipt of said amount of \$66,000.00 and interest, before default has been made in any of the foregoing conditions, to execute to the buyer a bill of sale of said goods and chattels. But it is expressly understood and agreed by the parties hereto that no title in any of said goods or chattels shall pass to or vest in the buyer until the execution of said bill of sale.

In case default is made and this contract terminated as above provided, the said aforesaid payments shall be in full satisfaction of all claims against the buyer arising out of this contract, provided, the buyer shall forthwith peaceably deliver up possession of all goods and chattels to the seller in good order and condition (reasonable use and wear thereof excepted). In case the seller shall employ an attorney to recover either the property or to collect any unpaid balance due under this agreement, the buyer promises and agrees to pay in addition to the costs and disbursements incurred by the vendor such additional sum as the court may adjudge reasonable for attorney's fees to be allowed in such action or suit, together with all expenses, costs and charges incurred by the seller.

The legal description of the real estate where the property is to be installed, if to be installed on real property, is: All that portion of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of the right of way for Primary State Highway No. 8; EXCEPT the West 20 feet thereof.

DEBTOR REPRESENTS AND AGREES THAT THE PRIMARY USE OF THE PROPERTY IS AND WILL BE CHECKED HERE:

☐ PERSONAL, FAMILY OR HOUSEHOLD PURPOSE

☒ BUSINESS USE

☐ FARMING USE

You may cancel this contract and return any goods received, if it is solicited in person, and you sign it, at a place other than the Seller's business address shown on the contract, by sending notice of such cancellation by certified mail return receipt requested to the Seller at his address shown on the contract, which notice shall be posted not later than the next business day following your signing this contract; provided, that at the time of sending notice of cancellation you have not received and accepted a substantial part of the goods or services which the seller is required to furnish under this contract.

executed at Vancouver, Wash., on May 18, 19 81

by William Wear Ann Wear
William Wear Ann Wear

at address 1.34L Franz Road, Stevenson, WA 98648

BUYER ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS CONTRACT

Signature of Buyer Skamania General Store & Restaurant Inc.

By: Theresa Risto
Address 20707 N.E. Risto Rd., Battle Ground, WA 98604

CITY

COUNTY

STATE

ZIP CODE

Do not sign this Contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.

STATE OF WASHINGTON,

BOOK 79 PAGE 772

County of CLARK

SS.

(INDIVIDUAL ACKNOWLEDGMENT)

I, Earline Farris, Notary Public in and for the State of Washington,
do hereby certify that on this 20th day of May, 1981, personally
appeared before me WILLIAM WEAR AND ANN WEAR

to me known to be the individual S described in and who executed the within instrument and acknowledged that
they signed and sealed the same as their free and voluntary act and deed for the uses and
purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of
May, 1981.

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

STATE OF WASHINGTON,

SS.

(CORPORATE ACKNOWLEDGMENT)

County of CLARK

On this 20th day of May, 1981.

before me personally appeared HERMAN ROEST

to me known to be the PRESIDENT OF SKAMANIA GENERAL STORE & RESTUARANT, INC., A WA CORP.
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.

Notary Public in and for the State of Washington, residing at VANCOUVER in said County.

ASSIGNMENT

For value received the seller named in the above and foregoing conditional sales contract does hereby sell, transfer,
assign and set over unto
all of the seller's rights, title and interest in and to said contract and the property therein described and directs the
buyer herein named to pay the same to the order of

Dated this _____ day of _____, 19____

Seller's address _____

(Seller signs here)

By _____

(Owner, Officer or Firm Member)

Registered
Index
Indiv. ☒
Recd. ☒
Mailed ☒

925322

No.

CONDITIONAL SALE CONTRACT
(PERSONAL PROPERTY)

FROM

TO

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Clark Co. Title Co.
OF 1201 Main St. Vancouver
AT 1:15 PM 6/3 1981
WAS RECORDED IN BOOK 79
OF Page 767 AT PAGE
RECORDS OF SKAMANIA COUNTY, WASH.
Paul Thompson
COUNTY AUDITOR
Thompson DEPUTY

Attachment to Conditional Sales Contract dated May 18, 1981,
1981 between WILLIAM WEAR AND ANN WEAR, HUSBAND AND WIFE, seller herein, and
SKAMANIA GENERAL STORE & RESTAURANT, INC., a WA CORP., Purchaser herein, named,
named Exhibit "A".

EXHIBIT "A"

Restaurant

1 sayno refrigerator (small)
1 Taylor ice cream machine
1 Star deep fryer
1 Star grill
1 Flavor crisp chicken fryer
1 NCR cash register
1 Frigidare Refrigerator #118
1 Westinghouse freezer upright
1 Gibson freezer upright
1 coffee maker/Farmers Bros.
12 tables
48 chairs

Rental House

Kenmore stove
Kelvinator refrigerator

Store

1 NCR cash register
1 Frigidare freezer
1 Albert Ross freezer
1 set of scales (24 lbs)
1 Schaefer freezer

Skamania General Store & Restaurant, Inc.

By: Sharon H. & Ken.

Attachment to CONDITIONAL SALES CONTRACT dated May 18 1981
between WILLIAM WEAR AND ANN WEAR, seller herein, and SKAMANIA GENERAL STORE &
RESTUARANT, INC., A WA CORPORATION, purchaser herein, named therein as Exhibit
"A".

BOOK 79 PAGE 774

EXHIBIT "B"

THIS CONTRACT is subject to the personal property provisions of that certain Real Estate and Conditional Sales Contract between Helen V. Gaudett as Seller and William Wear and Ann Wear, husband and wife as Purchasers, recorded June 11, 1980 at page 310, under Auditor's File No. 90865, records of Skamania County, Washington, Excise Tax paid June 11, 1980, in the sum of \$832.94, receipt No. 7543, and the purchaser herein agrees to abide by the conditions thereof and make the payments due as required thereon as an additional requirement of this contract, which shall be the same and the total of the payment herein, and any default thereof shall be considered a default by the purchaser herein.

ALSO this contract is subject to a Real Estate Contract issued simultaneously and contingent to this contract, a copy of which is attached hereto and made a part hereof, and purchaser herein agrees to abide by the terms and conditions of said contract and a default therein shall be deemed a default herein except that any payment paid herein shall be considered a payment thereon and vice-versa.

William Wear

Ann Wear

Herman Rest Pros