

PURCHASE AGREEMENT

Purchase Agreement dated the 2nd day of November, 1981, between E. June McQueen, a single person, (Seller), and Patrick J. Smith and Viva E. Smith, husband and wife, (Buyers).

Seller desires to sell and buyer desires to purchase all of the structures, docks, boats, two Johnson two horse power outboard motors, except boat number 10 and Ramona's Fiberglass boat with a four horse power motor, located on a parcel of leased property described on Schedule A attached hereto and incorporated herein by reference; for an installment purchase price on the terms and conditions hereinafter set forth.

In consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE: On the terms and subject to the conditions set forth in this agreement, the seller hereby agrees to sell and deliver to buyer and buyer agrees to purchase from seller all of the structures, docks, boats, two Johnson two horse power outboard motors, except boat number 10 and Ramona's Fiberglass boat with a four horse power motor, located on the leased property described on Schedule A attached hereto.

2. PURCHASE PRICE: The total purchase price to be paid by the buyer for the above-described property shall be Forty Five Thousand Dollars (\$45,000.00). The buyer further agrees to pay all closing costs, including attorneys fees, connected with this transaction.

3. PAYMENT: The purchase price shall be payable by the buyer to the seller as follows:

A. Twenty Thousand Dollars (\$20,000.00) including earnest money on the closing date.

B. The balance of Twenty Five Thousand Dollars (\$25,000.00)

plus interest at the rate of Fifteen Percent (15%) per annum from the closing date shall be paid in quarterly installments of at least \$1,500.00 or more at the purchaser's option until the full purchase price, including interest, shall have been paid. The first installment shall be due on February 1, 1982, and on the first day of May, August, and November thereafter. The full amount of the purchase price, including interest, shall be due and payable on or before April 15, 1984.

4. LEASE: It is understood and agreed that the above-described personal property is on a parcel of real estate which is leased from Pacific Power and Light Company. The parties agree that the buyer shall negotiate a new lease with said Pacific Power and Light Company for said real property and abide by the terms of that Lease Hold Agreement. The seller makes no warranties and is no way responsible for any provisions and restrictions imposed by Pacific Power and Light Company under their Lease Hold Agreement.

5. MISCELLANEOUS: This agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns provided that neither party shall assign any of his rights or privileges hereunder without the prior written consent of the other.

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 attorneys fees and all costs and expenses in connection with such suit. Which sum shall be included in any judgment or decree entered in such suit.

The title to all property herein and to each item thereof shall be and remain in the sellers until the entire purchase price, with interest thereon, is paid in full, at which time the title to the same shall, without any further action on the part of the seller, be vested in the buyers and the seller shall provide to the

buyers a Bill of Sale for said personal property.

The buyers shall not sell, pledge, mortgage or attempt to sell, pledge or mortgage any of the property herein without the written consent of the sellers.

The buyers shall, during the life of this contract and until fully paid and satisfied, insure the above-described property against fire and theft in an amount equal to the amount of the unpaid balance with loss, if any, to be paid to the seller as her interest may appear.

The buyers shall pay the taxes, if any, which may be assessed or levied against the above-described property and shall also pay all other costs and charges reasonably necessary to protect and preserve the property until it is fully paid for.

Any injury, loss or destruction of the property after delivery to the buyer shall not release the buyers for their obligation to pay the purchase price.

On default of buyers in the payment of any installment or any breach of any agreement of the buyers herein, the entire price at that time remaining due and unpaid shall, at seller's option without notice, become immediately due and payable.

On default by buyers in the payment of any installments of the price or in the performance of any term or condition imposed on them herein, the seller may, without notice, take immediate possession of said property as seller's own, individual and sole property, free and clear of any claim by buyers and retain any and all payments made as liquidated damages for the use by buyers and for depreciation and for expense to sellers of taking possession of said property.

This instrument contains the entire agreement between the parties hereto with respect to the purchase and sale and other transactions contemplated herein.

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SCHEDULE A

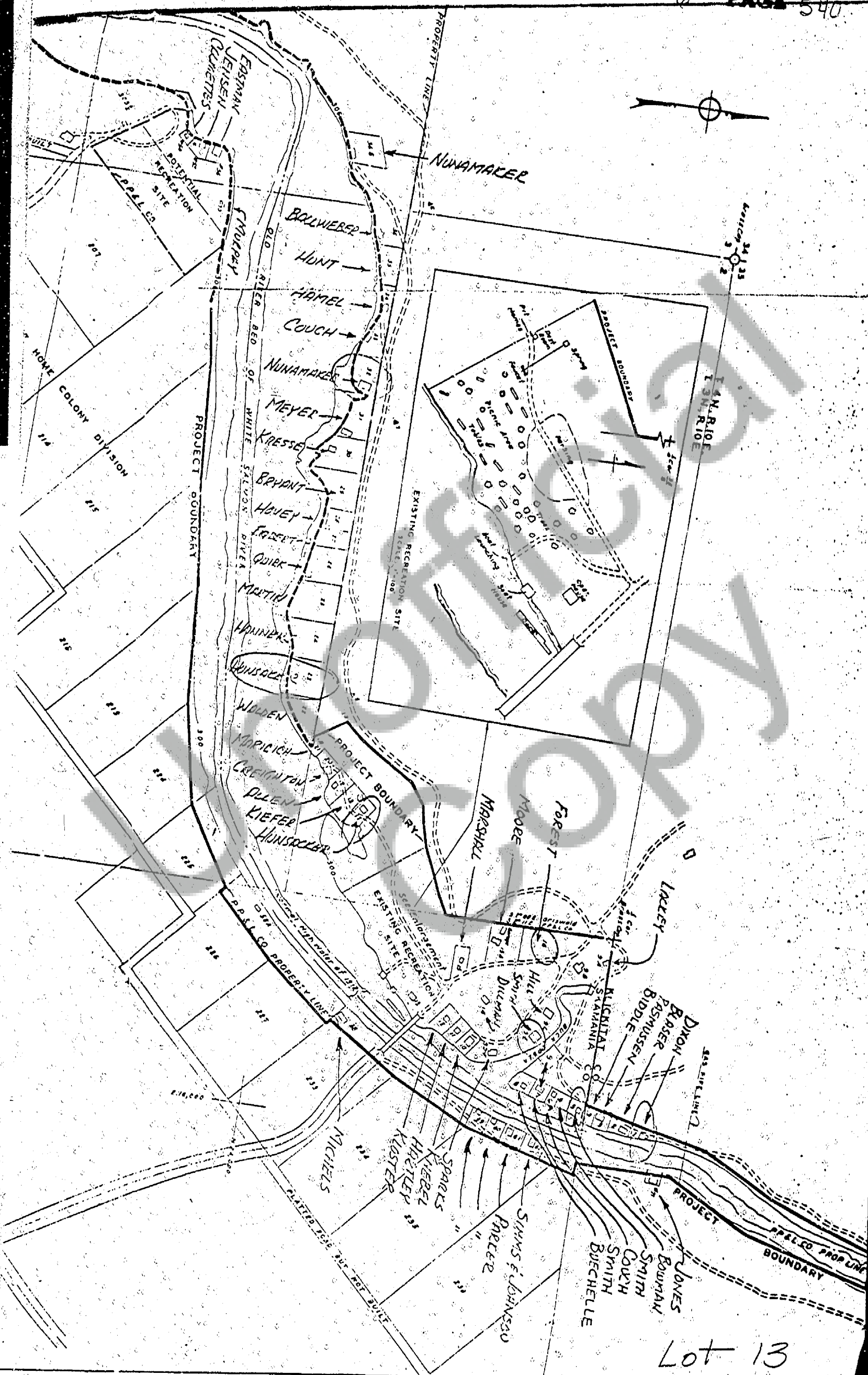
Northwestern Lake Cabin
Site No. 13
Substantially as shown on schedule B-1
and schedule B-2 attached hereto and
incorporated herein by reference.

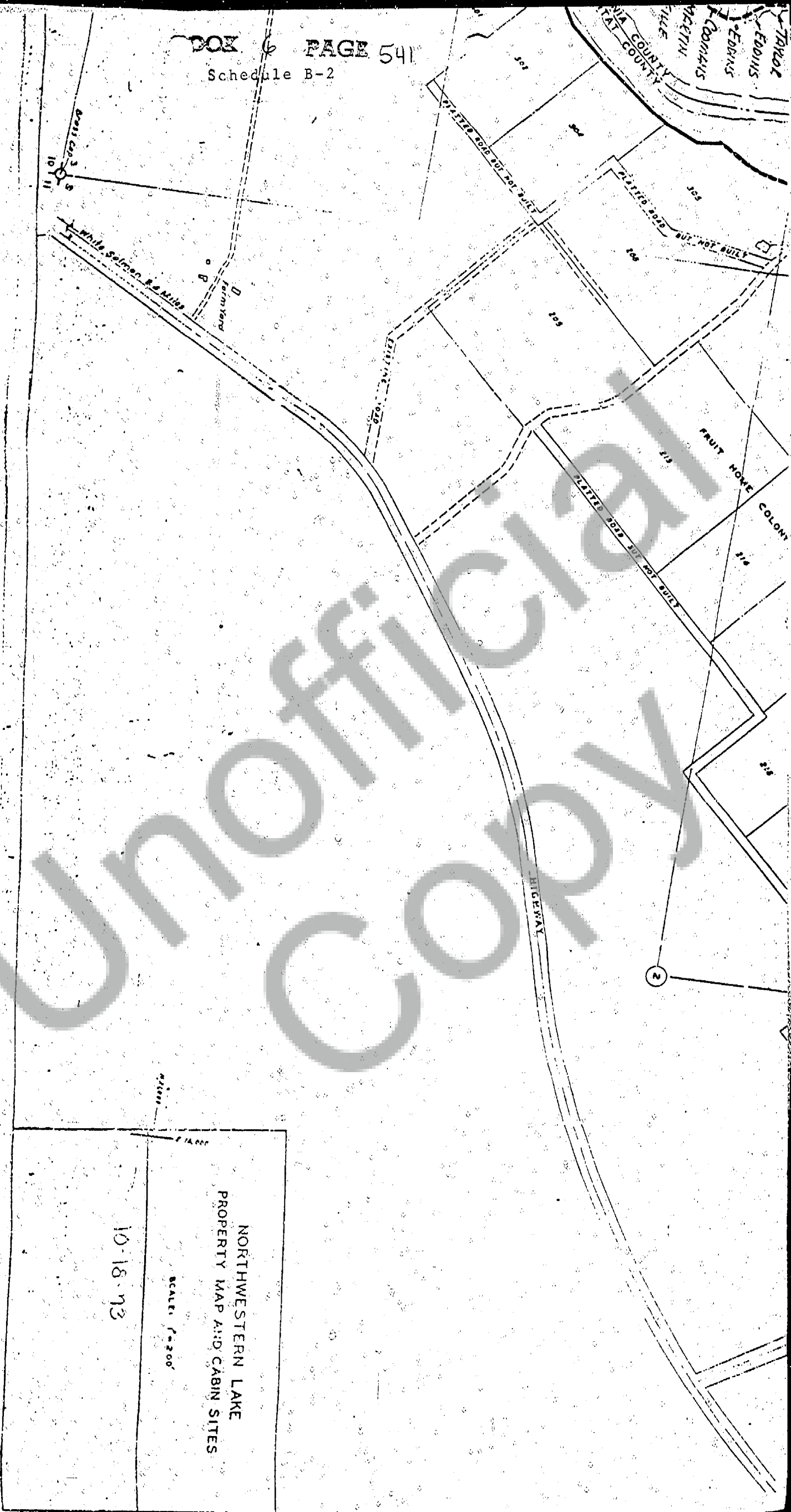
STATE OF WASHINGTON
COUNTY OF SPOKANE
I, J. L. HARTLEY, COUNTY CLERK, DO HEREBY CERTIFY THAT THE WITHIN

WAS FILED IN THE OFFICE OF THE COUNTY CLERK
BY E. Thompson Reynold
ON BOX N. 1478
OF WHITE SALMON, WY. 98672
12:40 P Nov. 18 81

Agree Lease 536
WASH.
Of Messenger
COUNTY CLERK
A. D. D. DEPUTY

Registered ☒
Indexed, Dir. ☒
Indexed ☒
Recorded ☒
Mailed ☒





NORTHWESTERN LAKE
PROPERTY MAP AND CABIN SITES

SCALE 1"=200'

10-18-73

PF-26076

In Witness Whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

E. June McQueen
E. June McQueen, Seller

Patrick J. Smith
Patrick J. Smith, Buyer

Viva E. Smith
Viva E. Smith, Buyer

STATE OF WASHINGTON)
) ss.
County of Klickitat)

On this day personally appeared before me E. June McQueen, Patrick J. Smith, Viva E. Smith, to me known to be the individual described in and who executed the forgoing 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 official seal this 2nd day of November, 1981.

[Signature]
Notary public for Washington
residing at Port Angeles therein