MOBILE HOME PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 29th day of September, 1984, between B.V. HOMES, INC., a Washington corporation, hereinafter called the "seller", and WARD D. HENERY, JR., a single man, hereinafter called the "purchaser".

WITNESSETH: Subject to the terms and conditions stated herein, purchaser hereby agrees to purchase and seller agrees to sell the following-described mobile home:

A. SUBJECT OF TRANSACTION.

1. Mobile Home to Be Purchased:

Make: Barrington New Used xxx

Year 1977 Serial No. WAFIAA739310319

Approximate length 66 Width 14

License Number

Price \$14,500.00 (includes \$600.00 set up fee)

2. Insurance

Purchaser will keep the mobile home which is the subject of this transaction any improvements or future improvements to said mobile home and the contents thereof insured against loss or damage by fire, windstorm, and all other casualties covered by a standard comprehensive insurance form or extended coverage endorsement available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the seller and with loss payable first to seller as its interest may appear, and agrees to pay all premiums for such insurance and deliver all policies and renewals thereof to the seller. All such policies shall provide that they cannot be amended or cancelled without ten (10) days written notice being given to seller.

3. Price

 SELLING PRICE:
 \$13,900.00

 DELIVERY AND SET-UP:
 600.00

 SALES TAX:
 874.00

 TITLE TRANSFER:
 4.00

 SUB TOTAL:
 \$15,378.00

 LESS TRADE IN:
 \$ 6,878.00

 AMOUNT FINANCED:
 \$ 8,500.00

a. Purchaser is trading in a $\frac{1970}{10581}$ Olympia Four Seasons Mobile Home, 12 X 50 feet, Serial No. $\frac{10581}{10581}$, and the trade in allowance of SIX THOUSAND EIGHT HUNDRED SEVENTY EIGHT DOLLARS is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

b. Purchaser agrees to pay the sum of **ONE HUNDRED FIFTY DOLLARS (\$150.00)**, or more at purchaser's option, on or before the lst day of November, 1984, and each succeeding calendar month thereafter until the entire unpaid balance, together with interest thereon, shall have been paid in full.

c. Purchaser agrees to pay interest on the diminishing balance of the purchase price at the rate of 16% per annum from the date of closing, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

P.O. Box 302, North Bonneville, WA 98639.

4. Delivery

Delivery of the mobile home is to made at Dillingham Loop Road, Carson, Washington, on September 29, 1984, or as soon thereafter as reasonably practical.

5. Warranties

Seller makes no warranty or guaranty, express or implied, as to the condition, mileage, year, or model, unless such exceptions are specifically endorsed hereon. The mobile home is sold "as-

Purchaser stipulates that he has personally inspected the mobile home described herein and found the same acceptable and suitable for his purposes; that he has relied on his own judgment in making such determination; and that there were no warranties, guaranties, or promises made respecting the mobile home by seller which have not been endorsed hereon.

6. Security Interest

This purchase agreement constitutes a security agreement covering the mobile home, and title to such mobile home will not pass to purchaser until all sums payable hereunder are fully paid. Purchaser agrees to execute a security agreement according to the terms herein specified. Buyer shall not, without seller's written consent, sell, contract to sell, lease, encumber, or dispose the mobile home which is the subject of this transaction, or any interest therein, until this agreement and all obligatins secured hereby have been fully performed.

7. Delinquency Charges

If any installment, or portion thereof, continues unpaid for more than fifteen (15) days following the date such payment is due, purchaser shall pay to seller additional interest in an amount not to exceed ten per cent (10%) of each installment or FIFTEEN DOLLARS (\$15.00), whichever is less, or, in lieu tereof, interest after maturity on each such installment not to exceed the highest lawful contract rate.

8. Acceleration on Default

On nonpayment of any installment when due under the terms of this agreement, seller at his option may declare all remaining

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installments immediately due and payable. In the event this agreement is placed in the hands of an attorney for collection through legal proceedings or otherwise, purchaser will pay reasonable attorney's fees, court costs, and disbursements to

General Provisions

Purchaser acknowledges receipt of a copy of this agreement. The information, disclosures, terms and conditions, if any, following the signatures of the parties are incorporated in and made a part of, this agreement for all purposes.

NOTICE TO PURCHASER: Do not sign this purchase agreement before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this agreement. Keep this agreement to protect your legal rights.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

> B. V. HOMES, INC., a Washington corporation

Don Isaacs Seller

WARD D. HENERY, JR.

Purchaser

STATE OF WASHINGTON)

l) ' s.s....', ,

County of Skamania)

On this day personally appeared before me, DON ISAACS, President of B.V. Homes, Inc., a Washington corporation, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this $\frac{29\text{th}}{1982}$ day of 1984.

> Notary Public in and for the State of Washington, residing at

Stevenson

STATE OF WASHINGTON ...)

County of Skamania ()

On this day personally appeared before me, WARD D. HENERY, JR., to me known to be the individual described in and who

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executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of September , 1984.

Notary Public in and for the State of Washington, residing at Stevenson

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LEVERY SCHOOL CASE

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