REAL AND PERSONAL PROPERTY CONTRACT

This REAL AND PERSONAL PROPERTY CONTRACT executed this date between CLAYTON L. ANDERSON and DONNA R. ANDERSON, husband and wife, hereinafter referred to as seller and FORD E. GRIFFEE, a single man, hereinafter referred to as Purchaser,

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller, the following described property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND FULLY INCORPORATED HEREIN TOGETHER WITH those items of personal property now situated upon said premises as described in EXHIBIT C attached hereto and made a part hereof.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

- 1. CONSIDERATION AND PAYMENT:
 The total purchase price for the real and personal property described in Exhibits A, B and C herein is TWO HUNDRED FIFTY-ONE THOUSAND and No/100 (\$251,000.00) DOLLARS. The entire purchase price shall be payable as follows:
- a) THIRTY THOUSAND and No/100 (\$30,000.00) DOLLARS down at the time of closing, the receipt of which shall be acknowledged in writing.
- b) THIRTEEN THOUSAND SIX HUNDRED FIFTY and 66/100 (\$13,650.66) DOLLARS to be paid on or before October 1, 1987. This sum shall bear interest at the rate of ten percent (10%) per annum beginning October 1, 1986, until the amount is fully paid.
- c) TWO THOUSAND FORTY-TWO and 30/100 (\$2,042.30) DOLLA!, per month, commencing on the 5th day of October, 1986, and continuing on the 5th day of each month thereafter until the payment owing pursuant to Section 1 (b) hereof is made. Sellers covenant and agree that the entire monthly payment due pursuant to this sub-section shall be applied to the monthly payments owing to Robert A. Rhode and Marjorie F. Rhode, husband and wife, pursuant to that certain Real and Personal Property Contract dated July 28, 1981.
- d) On or before October 1, 1987, when the payment is made pursuant to Section 1(b) hereof, Sellers shall execute a Purchaser's Deed and Assignment of Real and Personal Property Contract whereby Sellers' rights as Purchasers in that certain Real and Personal Property Contract between Robert A. Rhode and Marjorie F. Rhode, husband and wife, as Sellers, and Clayton L. Anderson and Donna R. Anderson, husband and wife, as Purchasers, which Real and Personal Property Contract is dated July 28, 1981, shall be assigned and transferred to Purchaser herein. Said Purchaser's Deed and Assignment of Real and Personal Property Contract shall contain a provision whereby Purchaser herein personally assumes and agrees to perform all of the covenants and obligations of Sellers herein in said Real and Personal Property Contract. Sellers represent that the present balance owing to Robert A. Rhode and Marjorie F. Rhode, husband and wife, by firtue of said Real and Personal Property Contract is TWO HUNDRED SEVEN THOUSAND THREE HUNDRED FORTY-NINE and 34/100 (\$207,349.34) DOLLARS.

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Provided that payment of all sums due hereunder to Sellers by Purchaser is made in a timely fashion and further provided that Purchaser abides by all of the terms and covenants contained herein, Sellers agree as follows:

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- a) To assign their rights as Purchasers under the real and personal property contract attached hereto as Exhibit D to the Purchaser herein by Purchasers Assignment of Contract and Deed; and
- b) To provide Purchaser with a statutory warranty deed to real property described in Exhibit B herein; and
- c) To provide Purchaser with unencumbered titles to the mobile homes described in Exhibit C herein.
- ASSESMENTS:
 Seller warrants that the real property taxes, the personal property taxes, and all assessments against the property are paid through the calendar year 1985. Such real and personal property taxes for the current year shall be prorated between the parties as of the 1st day of October, 1986. Purchaser covenants to seasonably pay all such real and personal property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further agrees during the performance of this contract to keep the mobile homes and any other structures on the property continually insured at Purchaser's expense against fire and extended coverage to the full insurable value of such insurance payable to the parties and the same, with proceeds of such insurance payable to the parties and the same shall be delivered to Seller. In the event of an insurable loss and the payment of insurance proceds to Seller then any sum so paid shall be credited upon the unpaid balance of this contract, except that in the event of a partial loss, the proceeds of the insurance shall, at Purchaser's election, be applied to the expenses of repair occasioned by such partial loss.

4. INSPECTION AND RISK OF

Purchaser agrees that he has fully inspected the real and personal property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration of the part of the Seller.

Purchaser shall be entitled to the possesion of the property upon closing, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent. Purchaser further covenants to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the

of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or its improvements, the Seller may, at his election, make any such payments, or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may at his election, add the amount thereof to the unpaid balance of this contract.

Time and exact performance in all things shall be of the essence of this contract. In event of a default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums therefore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments rade by Seller and repayable by purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

ADDITIONAL COVENANTS:

The interest of Purchaser in the within contract shall not be assigned or otherwise transferred nor shall purchaser contract to sell the within described property without the prior written consent of Seller.

Purchaser agrees to maintain a personal property inventory of the type and nature specified on Exhibit C attached hereto during the performance of this contract of a value of not less than the amount assigned herein to such personal property. Purchaser shall, however, be privileged to sell, repair, replace, or otherwise deal in such personal property as may be appropriate provided the net value thereof remains as aforesaid.

IN WITNESS WHEREOF, the parties have executed this instrument this 39th day of Augt, 1986.

CLAYTON L. ANDERSON

Sound & les dinand

DONNA R. ANDERSON

PORD E. CRIPPEE

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REAL CSTATE EXCISE TAX SEP 2 9 1986

PAID 2446.56

SKAMANIA GOUNTYTHEASURER

STATE OF WASHINGTON,

SS.

County of CLARK



On this day personally appeared before me FORD E. GRIFFEE, a single man,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that $h\varepsilon$ 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, 1986.

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

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STATE OF WASHINGTON

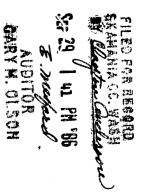
County of Clark

On this day personally appeared before me CLAYTON L. ANDERSON and DOMNA R. ANDERSON, husband and wife, to me known to be the individuals 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.

GIVEN under my hand and official seal this 39 day of Jept. 1986.

Melorah a Aurale Notary Public in and for the

State of Washington, residing at Zacouver



CONSENT

THE UNDERSIGNED, being the contract vendors of Seller herein on the above contract, hereby consent and agree to the within transaction.

DATED this 29th day of September. 1986.

ROBERT A. RHODE

MARJORFE F. RHODE

EXHIBIT "A"

A tract of land located in the Northwest Quarter of the Mortheast Quarter of Section 35, Township 2 North, Range 6 E. W. M., in the County of Skamania, State of Washington, more particularly described as follows:

BEGINNING at a point south 534 feet and East 787.43 feet from the quarter corner on the North line of said Section 35; thence North 77°57' west 190 feet, more or less, to the Southerly right of way line of Primary State Highway No. 8; thence Easterly along the Southerly line of said highway to the center line of the channel change of Woodard Creek as described in deed to the Spokane, Portland and Seattle Railway Company dated July 28, 1909, and recorded at page 492 of Book "L" of Deeds, records of Skamania County, Washington; thence following the center line of said channel change of Woodard Creek in a Southeasterly direction to intersection with the East line of the Northwest quarter of the Northeast quarter of the said Section 35; thence South to the Northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence Westerly 435 feet, more or less, along said Northerly right of way line to a point South 0°02' west 285.6 feet from the point of beginning; thence North 01°02' East 285.6 feet to the point of beginning.

EXCEPT that portion thereof conveyed by the aforesaid deed dated July 18, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

TOGETHER WITH AND SUBJECT TO all water rights and water pipelines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux. to William L. Payment, et ux., recorded in Book 29 of Deeds, at page 125, records of Skamania County, Washington.

SUBJECT TO easement for telephone line system as reflected in instrument recorded under Auditor's File No. 84859, records of Skamania County, Washington, and easements and rights of way for public roads over and across such real property.

EXHIBIT "B"

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East, W. M., in the County of Skamania, State of Washington, particularly described as follows:

Beginning at a point which is from the quarter corner common to Sections 26 and 35 South 534.00 feet and east 787.40 feet, which point is the true point of beginning of described tract; thence south 0°02' west true point of beginning of described tract; thence south 0°02' west 324 feet to the northerly right of way line of the S.P. & S. Railroad; thence south 73°12' west along said right of way line 98.41 feet; thence north 38°36' west 255.00 feet, more or less, to the southerly right of way line of the State Highway; thence northeasterly along right of way line 220.00 feet, more or less, to a point said highway right of way line 220.00 feet, more or less, to a point which is 147.11 feet from the true point of beginning; thence south 77°57' north 77°57' west from said point of beginning; thence south 77°57' east 17.11 feet to the true point of beginning.

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EXHIBIT "C"

- 1 1963 Skyline Mobile Home, Serial No. 1872
- 1 1970 Buddy Mobile Home, Serial No. BY292D
- 1 1972 New Moon Mobile Home, Serial No. 181725
 - 1 1959 ABC Mobile Home, Serial No. 12406
 - 1 1969 Olympia MobileHome, Serial No. 9975
- 1 1971 Brookwood Mobile Home, Serial No. 2761
 - 1 Leer Block Machine
 - 1 Set of advertising truck signs
 - 2 Whirlpool icecube machines
 - 1 Scottsman ice cuber
 - 1 Ice Vendor
 - 4 Speedqueen washing machines
 - 4 Speedqueen clothes drying machines
 - 1 Chest 8' freezer
 - 1 Sears Lawn Tracte

Pool table, tennis table, booths and miscellaneous tables, various plumbing and electrical supplies, garden and lawn tools, nuts, bolts, screws, nails, paints and repair supplies, and water pump.

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EXHIBIT D

2-6-35-800

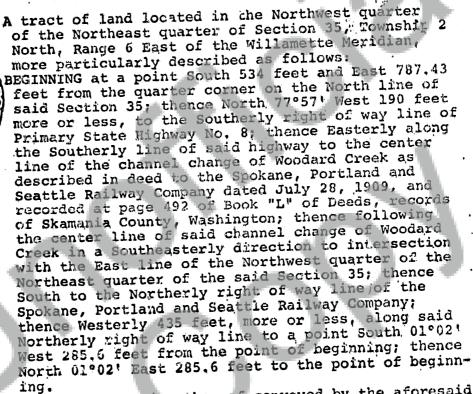
REAL AND PERSONAL PROPERTY CONTRACT

This REAL AND PERSONAL PROPERTY CONTRACT executed this date between ROBERT A. RHODE and MARJORIE F. RHODE, husband and wife, hereinafter referred to as "Seller", and CLAYTON L. ANDER-SON and DONNA R. ANDERSON, husband and wife, hereinafter referred to as "Purchaser",

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County < of Skamania, State of Washington:



EXCEPT that portion thereof conveyed by the aforesaid deed dated July 18, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

TOGETHER WITH and SUBJECT TO all water rights and water pipelines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux, to William L. Payment, et ux, recorded in Book 29, at page 125, records of Skamania County, Washington, SUBJECT TO easement for telephone line system as reflected in instrument recorded under Auditor's File No. 84859, records of Skamania County, Washington, and easements and rights of way for public roads over and across such real property.

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TOGETHER WITH those items of personal property now situated upon said premises as described in Exhibit "A" attached hereto and made a part hereof.

ER & LAHMANN ATTORNEYS AT LAW SER HE. STH AVE.

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AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

- 1. CONSIDERATION AND PAYMENT: The total purchase and sale price for the aforesaid real and personal property is the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$274,000.00), of which Purchaser has paid to Seller the sum of FIFTY-ONE THOUSAND SIX HUNDRED SIXTY-FOUR AND 36/100 DOLLARS (\$51,664.36) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the sum of \$222,335.64 shall be due and payable in monthly installments of TWO THOUSAND FORTY-TWO AND 30/100 DOLLARS (\$2,042.30), or more at Purchaser's option, commencing on Server and thereafter until the entire principal balance and interest is paid in full, PROVIDED HOWEVER, that Purchaser shall not accellerate the payments herein nor pre-pay all or any part of the balance due hereon prior to the tenth (10th) anniversary date of this contract. The declining balances of the purchase price shall bear interest from the lst day of August 1981 at the rate of ten percent (10%) per annum, and the monthly installments aforestid shall be first applied to the interest accruing from month to month and the balance credited to the principal. Such monthly installments shall be made to Veritage Bank, Camas, Washington, for credit to Seller's account.
- 2. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes, the personal property taxes, and all assessments against the property are paid through the calendar year 1980. Such real and personal property taxes for the current year shall be prorated between the parties as of the 1st day cf
 August
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- 1. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real and personal property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.
- 4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the lst day of August 1981, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to

MILLER & LAHMANN

ATTORNEYS AT LAW

335 N.S. 5TH AVE,

CAMAS, WASHINGTON 98407

BEA. CODE 288 — TELEPHONE 734-3808

commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent. Purchaser further covenants to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or its improvements, then Seller may, at his election, make any such payments, or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the above described mobile homes shall be transferred to Purchaser upon the execution of this contract. Legal title to the real property shall remain vested in Seller until the final payment and performance of this contract. Upon the complete payment and performance of this contract, Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the real property as herein described and otherwise free of all liens and encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

in all things shall be of the essence of this contract. In event of a default by Purchaser in the payment of the several sums here in provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and so default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may reposses the property, retaining any sums theretofore and may reposses the property, retaining any sums theretofore and as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6 ADDITIONAL COVENANTS:

(a) Seller will furnish to Pur maser as soon as procurable a policy of title insurance in the amount of the purchase price attributable to the

MILLER & LAMMANN ATTORNEYS AT LAW 295 N.E. 5TH AVE. CAMAE, WASH INGTON 98507

BOOK 80 PAGE 241

real property herein insuring Purchaser's interest in said real property.

- It is a knowledged that Seller is presently acquiring the within property by executory real estate contract from Omar H. Rhode, et ux, and Seller covenants to make all payments required by said contract to the end that the property herein will be conveyed upon the final payment and performance of this contract free of the lien of such prior contract. In the event Seller shall fail or neglect to make any such payments, then Purchaser shall be privileged, at Purchaser's option, to pay the same and any pay-ments so made by Purchaser shall be credited upon the installment next coming due pursuant to this contract.
- The interest of Purchaser in the within contract shall not be assigned or otherwise transferred nor shall Purchaser contract to sell the within described property without the prior written consent of Seller.
- (d) Purchaser agrees to maintain a personal property inventory of the type and nature specified on Exhibit "A" attached hereto during the performance of this contract of a value of not less than the amount assigned herein to such personal property. Purchaser shall, however, be privileged to sell, repair, replace or otherwise deal in such personal property as may be appropriate provided the net value thereof remains as aforesaid.
- (e) It is mutually agreed between the parties that the total purchase price above stated shall be allocated as follows:

Personal property listed on Exhibit "A", \$60,000.00,

Royal Lancer mobile home with additions, \$50,000.00,

Real property \$164,000.00.

IN WITNESS WHEREOF, the parties have executed this inthis ______, 1981. strument this

Rhode Marjoxie F.

SELLER

Donna R. Anderson

PURCHASER

STATE OF WASHINGTON)

County of Clark

On this day personally appeared before me ROBERT A. RHODE, MARJORIE F. RHODE, CHAYTON L. ANDERSON and DONNA R. ANDERSON, to

MULLER & LAHMANN ATTORNEYS AT LAW SSD !» E. STH AVE.

me known to be the individuals 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.

GIVEN under my hand and official seal this 28 day

Public in and for the State of Washington, residing at Washougal.

CONSENT

The undersigned, being the contract vendors of Seller herein on the above contract, hereby consent and agree to the within transaction.

DATED this 28 day of Va

M397

TRANSACTION EXCISE TAX

AUG 2 7 1981 Amount Paid 16 40 . 0.0 pl

Skamania County Transition

By M. Danner S. Commune O.

MILLER & LAHMANN ATTORNEYS AT LAW 380 N.E. STO AVE.

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EXHIBIT "A"

<i>y</i> • • • • • • • • • • • • • • • • • • •	1	1963 Skyline Mobile Home, Serial No. 1872
4940	1	1970 Buddy Mobile Home, Serial No. BY292D
60,50	1	1972 New Moon Mobile Home, Serial No. 181725
49:1	1	1959 ABC Mobile Home, Serial No. 12406
14.5	1	1969 Olympia Mobile Home, Serial No. 9975
1,635	1	1971 Broodwood Mobile Home, Serial No. 2761
دير ۾ ا	1	Leer Block Machine
•	1	Set, advertising truck signs
د، چ بن	3	Whirlpool icecube machines
8 4 2	4	o cold draft cube machine
وة ر ر	1	Scottsman ice cuber
1000	1	Ice vendor
2 100	C 34	Speedqueen washing machines
2) ₄	Speedqueen clothes drying machines
		Various plumbing and electrical supplies
5.3		Various garden and lawn tools
. 150	1	Chest 8 freezer
		Various nuts, bolts, screws, nails, paints and repair supplies
		supplies Pool table, tennis table and booth and miscellaneous tables
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STATE OF WASHINGTON) SS.
COUNTY OF SKALAMIA |
I HEREBY CERTIFY THAT THE WITHIN
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OF STATEMENT OF ST

MILLER & LAHMANN
AYTORNEYS AT LAW
335 N.E. STH AVE.
CAMAS, WASHILIGTON 98607
AREA CODE 206 — TELEPHONE 884-2868