

CONTRACT OF SALE

THIS CONTRACT, made and entered into this 30 day of September 1987, by and between BARBARA ACKER, a single woman, hereinafter referred to as the "Seller", and GEORGE ACKER and PATRICIA ACKER, husband and wife, hereinafter referred to as the "Purchaser", WITNESSETH:

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, in accordance with the terms and covenants set out hereinbelow, the following article of personal property, to-wit:

One (1) 1975 Pacifica Mobile Home, Serial No. 25KGDS1424A, Title No. 9-341093 located at N.P. 0.69L Wind River Road, Carson, Washington.

Purchase Price. The total purchase price shall be SIXTY THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$6,500). Cash down payment of ONE THOUSAND DOLLARS (\$1,000) is hereby receipted, leaving a balance of FIVE THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$5,500) payable in equal monthly installments of \$150.00, the first of said payments to become due and payable on the 10th day of October 1987, with like payments on the 10th day of each and every month thereafter until both principal and interest has been paid in full. The unpaid principal balance shall bear interest at the rate of SEVEN PERCENT (7%) on the sum of FIVE THOUSAND FIVE HUNDRED AND no/100's DOLLARS (\$5,500) for the total sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY FIVE and no/100's DOLLARS (\$5,885). Permission is especially granted to Purchaser to make larger payments at any time, or to pay the contract in full.

Possession. Purchaser is entitled to physical possession of the subject property on 30 day of September 1987.

1. The term "property" whenever used herein means the subject mobile home and any and all attachments, accessories, and equipment now or hereafter attached thereto and repairs made thereon. Title to the property shall not pass to the Purchaser until all payments to be made by the Purchaser have been fully paid in cash. Loss, injury to, or destruction of the property shall not release the Purchaser's obligations hereunder. The Purchaser shall keep the property insured against loss or damage

CONTRACT FOR SALE
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PAGE 1 of 2

by fire or theft and such other risks and in such amounts as the Seller may request. The Purchaser shall not permit the property to be encumbered or to be removed from its previous location without first obtaining the written consent of the Seller.

2. This instrument constitutes the entire agreement between the Seller and the Purchaser and no representations, promises, or warranties, expressed or implied, have been made to the Purchaser with reference to the property unless set forth herein. No oral modification hereof shall be valid.

3. TIME IS OF THE ESSENCE OF THIS CONTRACT. IF the Purchaser fails to make any payment herein provided for when due or fails to comply with any other terms or conditions of this contract, all amounts then remaining unpaid hereunder shall, at the option of the Seller, become immediately due and payable without demand or notice and the Seller may, without notice, demand, or legal process, take possession of the property, dispose of the same as the Seller shall see fit, and retain all payment made thereon by the Purchaser.

If it becomes necessary for the Seller to commence an action terminating Purchaser's rights under this contract, for failure to comply with or perform any covenant or agreement herein promptly at the time and in the manner herein required, the Purchaser agrees to pay all costs of such suit or action, including reasonable attorney's fees.

Taxes and Assessments. Purchaser agrees to pay before delinquency all taxes and assessments which may hereafter become a lien on the property; and Purchaser agrees to keep said property in good condition and repair and not to permit waste; and agrees not to use the property or any part thereof for any illegal purpose.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

Barbara Acker
BARBARA ACKER, Seller

Patricia Acker
PATRICIA ACKER, Purchaser

George Acker
GEORGE ACKER, Purchaser

STATE OF WASHINGTON)
) ss.
County of Skamania,)

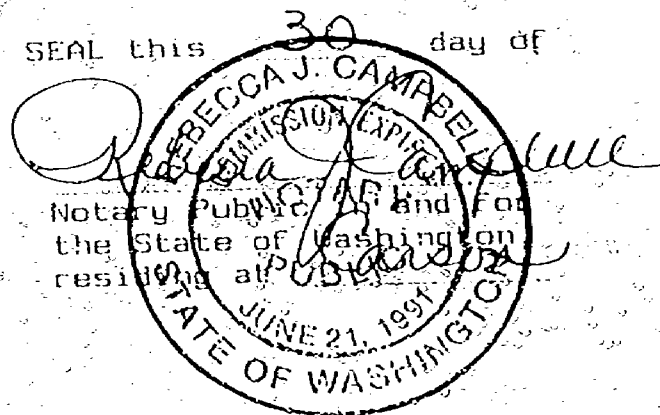
THIS IS TO CERTIFY that on this 30 day of September 1987 personally appeared before me BARBARA ACKER and GEORGE ACKER and PATRICIA ACKER, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of September, 1987.

FILED FOR RECORD
SKAMANIA CO. WASH.
BY BARBARA ACKER

OCT 5 12 16 PM '87

A. D. Olson, Notary
A. D. OLSON



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