

**MODIFICATION OF REAL AND PERSONAL PROPERTY CONTRACT**

This Modification of Real and Personal Property Contract 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, is made to modify that certain Real and Personal Property Contract, hereinafter referred to as "the Contract", dated the 29th day of September, 1986, and recorded at Book 102, pages 747-754, under Auditor's File No. 101944 records of Skamania County, Washington, between the same parties hereto in their same respective capacities. A copy of the Contract is attached hereto as Exhibit "A" and hereby incorporated herein as if fully set forth.

In consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows with respect to Purchaser's obligation to satisfy the purchase price of the Contract:

Section 1(b) of the Contract states:

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.

The parties agree that the sum now due and owing under said Section is FIFTEEN THOUSAND ONE HUNDRED TWENTY-EIGHT and 35/100 (\$15,128.35) DOLLARS, including interest.

Seller hereby agrees to accept and Purchaser hereby agrees to convey all of Purchaser's interest in that real estate located in Skamania County, Washington, and described in the Contract in Exhibit "B" attached thereto, in lieu of payment of said \$15,128.35. The parties agree and acknowledge that no monetary consideration of any kind has been exchanged as a result of this modification to the contract and that only land which was originally conveyed to Purchaser as part of the contract has been returned to Seller. A copy of the Warranty Deed conveying said real property is attached hereto as Exhibit "B" and is hereby incorporated herein.

In further consideration of this modification of the Contract, Seller agrees that Purchaser shall have the first option to purchase from Seller the same real property referred to herein and more particularly described in Exhibit "B" to the Contract on the same terms and conditions which Seller may offer to any third party. Purchaser shall exercise this option to purchase within ten (10) days of Seller's notice to Purchaser that Seller has received a bona fide offer to purchase from a third party. Purchaser's notice of his intent to exercise this option shall be in writing and directed to Seller at 2855 N.W. Norwood Circle, Camas, Washington 98607 or at such other address as Seller may designate.

Transaction in compliance with County subdivision ordinances.  
Skamania County Assessor - By: *DM 11-25-87*  
246-38-52

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REAL ESTATE EXCISE TAX  
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Registered *S*  
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Mailed *S*  
PAID *11698*  
*Barney J. Bell*  
SKAMANIA COUNTY TREASURER

In further consideration of this modification of the Contract, Sellers hereby convey, set over and assign all of their right, title and interest in and to that Personal Property listed in Exhibit "A" to the Contract. Sellers hereby agree to provide Purchaser with clear and unencumbered title to said Personal Property.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect and are hereby fully incorporated herein as if fully set forth. For purposes of Section 1d of the Contract, the payment specified therein pursuant to Section 1b shall be deemed to have been made upon conveyance of the real property described in Exhibit "B" of the Contract.

In case any suit or action is commenced under the terms of this Modification of Real and Personal Property Contract, or under any agreement referred to herein, the prevailing party shall be entitled to all their reasonable attorneys' fees, costs and expenses arising therefrom.

Dated this 17th day of November, 1987.

SELLER:

PURCHASER:

Clayton L. Anderson  
CLAYTON L. ANDERSON

Ford E. Griffiee  
FORD E. GRIFFEE

Donna R. Anderson  
DONNA R. ANDERSON

STATE OF WASHINGTON )  
                                  ) ss  
County of Skamania )

On this day personally appeared before me CLAY L. ANDERSON and DONNA 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 17 day of November, 1987.

J. Ann Tuttle  
Notary Public in and for  
the State of Washington,  
residing at Skamania

Commission expires 12-19-87

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY JIM C. KILPATRICK

Dec 2 10 21 AM '87  
New, Rep.  
AUDITOR  
GARY M. OLSON





## EXHIBIT "A"

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. GRIPFEE, a single man, hereinafter referred to as Purchaser.

W I T N E S S E T H :

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) DOLLARS 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 P. 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 P. 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 P. Rhode, husband and wife, by virtue 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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Transaction in compliance with County subdivision ordinance  
 Kansas County Assessor - Dr. J.D.

**2. ASSIGNMENT AND TRANSFER:**

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:

- 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.

**3. 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 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 the same, with proceeds of such insurance payable to the parties and Seller's contract vendor as their interests shall appear. Such policies of insurance and any renewals of the same shall be delivered to Seller. In the event of an insurable loss and the payment of insurance proceeds 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 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 of the part of the Seller.

**5. POSSESSION, USE AND TITLE:**

Purchaser shall be entitled to the possession 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.

#### 5. PERFORMANCE AND DEFAULT:

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 theretofore 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 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 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 14th day of Sept, 1986.

Clayton J. Anderson  
CLAYTON J. ANDERSON

Ford E. Griffee  
FORD E. GRIFFEE

Donna R. Anderson  
DONNA R. ANDERSON

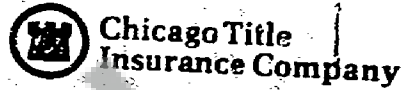
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REAL ESTATE EXCISE TAX  
SEP 25 1986

PAID 2446.56

Yvonne K. Anderson  
SKAMANIA COUNTY TREASURER

STATE OF WASHINGTON, }  
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 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, 1986.

*Reborah A. Purdie*  
Notary Public in and for the State of Washington  
residing at *Vancouver*

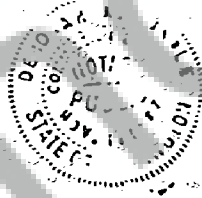


STATE OF WASHINGTON  
County of Clark

On this day personally appeared before me CLAYTON L. ANDERSON  
and DONNA 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 29 day of Sept  
1986.

*Reborah A. Purdie*  
Notary Public in and for the  
State of Washington, residing  
at *Vancouver*



FILED FOR RECORD  
BY CLAYTON L. ANDERSON  
SEP 29 1 42 PM '86  
AUDITOR  
DARYL M. OLSON

C O N S E N T

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  
ROBERT A. RHODE

Marjorie F. Rhode  
MARJORIE F. RHODE

UNOFFICIAL COPY



## EXHIBIT "A"

A tract of land located in the Northwest Quarter of the Northeast 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 531.00 feet and east 787.40 feet, which point is the true point of beginning of described tract; thence south  $0^{\circ}02'$  west 324 feet to the northerly right of way line of the S.P. & S. Railroad; thence south  $73^{\circ}12'$  west along said right of way line 98.41 feet; thence north  $38^{\circ}36'$  west 255.00 feet, more or less, to the southerly right of way line of the State Highway; thence northeasterly along 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 on a line bearing north  $77^{\circ}57'$  west from said point of beginning; thence south  $77^{\circ}57'$  east 147.11 feet to the true point of beginning.

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 Mobile Home, Serial No. 9975
- 1 - 1971 Brookwood Mobile Home, Serial No. 2761
  - 1 - Lear 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 Tractor

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.

## WARRANTY DEED

The Grantor, **FORD E. GRIFFEE**, a single man, pursuant to and in fulfillment of the terms and conditions set forth in that Modification of Real and Personal Property Contract, hereby conveys and warrants to **CLAYTON L. ANDERSON** and **DONNA R. ANDERSON**, husband and wife, all of his interest in and to the following described real estate located in Skamania County, Washington:

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  $0^{\circ}02'$  west 324 feet to the northerly right of way line of the S.P. & S. Railroad; thence south  $73^{\circ}12'$  west along said right of way line 98.41 feet; thence north  $38^{\circ}36'$  west 255.00 feet, more or less, to the southerly right of way line of the State Highway; thence northeasterly along 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 on a line bearing north  $77^{\circ}57'$  west from said point of beginning; thence south  $77^{\circ}57'$  east 147.11 feet to the true point of beginning.

This deed is given in performance of that certain Real and Personal Property Contract as modified and dated the 29th day of September, 1986, wherein Grantor is Purchaser and Grantees are Sellers. Grantor hereby represents that no further monetary consideration has been or will be received as a result of the conveyance of this real property.

Dated this 17th day of November, 1987.

  
\_\_\_\_\_  
FORD E. GRIFFEE

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me FORD E. GRIFPEE, a single man, 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 17 day of November, 1987.

*John Futz*  
Notary Public in and for  
the State of Washington,  
residing at Skamania  
Commission expires 12-19-87

UNOFFICIAL COPY