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BOOK 108 PAGE 418

SALES AGREEMENT
(with Covenant-Not-To-Compete)

Entered into this 15th day of FEBRUARY, 1988, between Earl S. Clark and Lorraine R. Clark, husband and wife, hereinafter called the SELLER, and Dennis W. and Judith L. Wiebe, husband and wife, hereinafter called the BUYER.

WITNESSETH, that in consideration of the stipulations herein contained, the SELLER agrees to sell unto the BUYER, and the BUYER agrees to purchase from the SELLER the following:

(1) the business entity known as "Sears Catalog Sales Agency" located in Stevenson, Washington, and

(2) a Covenant-Not-To-Compete for a term of Five (5) years.

For the total sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000), of which FIFTEEN THOUSAND (\$15,000) is the cost of the business entity and TEN THOUSAND (\$10,000) is the cost of the covenant-not-to-compete.

EARNEST MONEY. The buyer has paid the sum of FIVE HUNDRED DOLLARS (\$500) as earnest money, the receipt whereof is hereby acknowledged.

SEARS APPROVAL. This Sales Agreement will become effective upon the approval of Sears Roebuck & Co. that the BUYERS are qualified to be Sales Agents for Sears Roebuck & Co.

COVENANT-NOT-TO-COMPETE. The SELLERS agree that for a period of Five (5) years, they will not attempt or do business as a Catalog Sales Agency in the City of Stevenson or anywhere within a radius of Thirty-Five (35) miles of Stevenson, Washington.

UPON the execution of this agreement, BUYER will deliver unto SELLER the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) to be applied towards the remaining purchase price of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500) as a down payment, and then each and every month from that time, BUYER agrees to pay SELLER \$478.92 until the principal balance of TWENTY THOUSAND DOLLARS with interest at a rate of 7% per annum has been paid in full. The BUYER, in consideration of the business, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said business. But in case the BUYER shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the above specified, without any failure or default, the times of payment being

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WILMA J. CORNWALL
COUNTY CLERK

declared to be the essence of this agreement, then the SELLER shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the BUYER, or derived under this agreement, shall utterly cease and determine, and the business aforesaid shall revert to and revest in the SELLER, without any declaration of forfeiture, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid as absolutely, fully and perfectly as if this agreement had never been made. Service upon SELLER and BUYER of all demands, notices or other papers with respect to their respective rights of the parties hereunder, may be made by U.S. Mail, postage prepaid, return receipt requested, directed to the parties at their addresses noted below:

SELLER'S: Earl S. & Lorraine R. Clark
P.O. Box 268, MP .04 Maple Way
Stevenson, WA 98648

BUYER'S: Dennis W. & Judith L. Wiebe
P.O. Box 175, 2nd Street
Stevenson, WA 98648

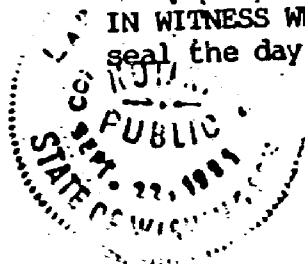
IN WITNESS WHEREOF, The SELLER and BUYER have signed and delivered this agreement in duplicate, the day and year first above written.

Earl S. Clark
Lorraine R. Clark
SELLERS

Dennis Wiebe
Judith L. Wiebe
BUYERS

On this 15th day of February, 1988 before me personally appeared EARL S. CLARK, LORRAINE R. CLARK, DENNIS W. WIEBE AND JUDITH L. WIEBE known to me to be the persons named in and who executed the foregoing document, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have heretofore signed and affixed my official seal the day and year written above.



Larry E. Armour
NOTARY PUBLIC in and for the
State of Washington, residing
at Stevenson.

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