sk-15188/es-762 02-06-35-0-0-0800-00

### REAL AND PERSONAL PROPERTY CONTRACT

THIS CONTRACT, made and entered into this 19th day of April, 1989, between ROBERT A. RHODE and MARJORIE F. RHODE, husband and wife, hereinafter called the "sellers", and CHRISTOPHER D. WOODALL and ELAINE D. WOODALL, husband and wife, hereinafter called the "purchasers".

Unless the context requires otherwise, references herein to the singular shall include the plural and references to the plural shall include the singular:

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington, together with all the personal property set forth on Exhibit, "A", hereto, and any and all personal property now on the premises and used in the operation of the recreational park, as adjusted pursuant to a current inventory by the parties:

> A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, 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 01°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 28, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

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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; and

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; and

SUBJECT TO a Contract for Sale of Real Estate and Personal Property and Security Agreement dated May 23, 1978, with Omar H. Rhode and Delores J. Rhode, husband and wife, as Seller, and Robert A. Rhode and Marjorie F. Rhode, husband and wife, as Purchaser, and recorded under Skamania County, Washington Auditor's File No. 86717, Book 75 at Page 29, hereinafter referred to as "First Contract";

all of which is sometimes hereinafter referred to as "the property".

#### Price and Payment Terms

- 1. The purchase price is Two Hundred Twenty-four Thousand and No/100 Dollars, (\$224,000.00). Of this amount, Eight Thousand and No/100 Dollars (\$8,000.00) is allocated to the personal property, and the balance is allocated to the real property. Twenty-four Thousand Eight Hundred Ninety-two and 70/100 Dollars (\$24,892.70) of the purchase price has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
- a. \$1,477.17 or more at purchasers' option, on or before May 10, 1989, \$2,042.30, or more at purchasers' option, on or before the 10th day of June, 1989, and \$2,042.30 on or before the 10th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.
- b. The purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of ten per cent (10%) per annum from the 19th day of April, 1989, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
- c. Purchasers agree that the entire purchase price, together with interest as specified herein, shall be paid in full by February 10, 2006, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid at the time of the final payment.
- 2. All payments to be made hereunder shall be made at U.S. Bank, Camas, Washington, or at such other place as the sellers may direct in writing.
- 3. As referred to in this contract, "date of closing" shall be April 19, 1989.

4. Purchasers may at their option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without penalty; provided, however, that purchasers shall not make a pre-payment of any portion of the principal balance remaining due without providing thirty (30) days' notice, in writing, to sellers of their intention to do so.

### Notice :

5. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To purchasers:

Christopher D. & Elaine D. Woodall P.O. Box 172
Tualatin, Oregon 97062

To sellers:

Robert A. & Marjorie F. Rhode 17401 S.E. 39th Street Camas, Wa. 98607

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall sellers be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

## Closing Costs

- 6. Purchasers' Closing Costs. Purchaser shall pay the following closing costs:
- a. One-half ()) of the recording fees for this real estate contract;
  - b. One-half (1) of the escrow fee; and
  - Sales tax on transfer of personal property.
- 7. Sellers' Closing Costs. Seller shall pay the following closing costs:
  - a. Costs of clearing title to the property;
  - b. Real estate excise tax;
- c. One-half (1) the recording fees for this real estate contract;
  - d. One-half (1) of the escrow fee;
  - e. The premium for title insurance; and
- f. Costs and fees for transfer of titles to mobile homes.

## Taxes and Insurance

8. The purchasers assume and agree to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by sellers, purchasers will show proof of said payments.

## Inspection

- 9. The purchasers agree that full inspection of the property has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchasers or sellers or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- a. Purchasers are acquiring the property "as is" and sellers make no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchasers acknowledge that they have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party whether or not such party purports to act on behalf of sellers, unless the representation is expressly set forth herein or in a subsequent document executed by sellers. All representations, warranties, understandings, and agreements between purchasers and sellers are merged herein and shall not survive closing.

#### Insurance

10. The purchasers agree to keep any improvements or future improvements located on the property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the "all risk" or extended coverage endorsements 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 sellers, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the sellers. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to sellers.

In the event of loss or damage to the property which is required to be insured hereunder, and except as otherwise required by any prior encumbrance and the then holder thereof, the insurance proceeds shall, at the option of the purchaser, be used to repair, rebuild, or replace all improvements and personal property which may have been destroyed or damaged to the extent necessary to restore and replace them to substantially the same condition which existed immediately prior to the casualty, subject to such modifications as may then be required by law or to which the seller agrees in writing. Immediately upon receipt, all insurance proceeds, together with any other sums required to complete the repairs and restorations, shall be placed in a construction disbursement account with an escrow agent or other person jointly designated by the seller and the purchaser and shall be disbursed periodically in amounts corresponding to the ction of repairs; provided, however, that in

the event this contract is forfeited, any portion of such replacement costs due as of the date of such forfeiture shall be No construction may be commenced immediately paid to the seller. until all sums required to pay the costs thereof have been deposited in the disbursement account. The expenses of said disbursement account and the expenses of obtaining percentage completion certificates shall be paid by the purchaser, and the purchaser shall be responsible for depositing in the disbursement account the amounts necessary to pay all costs of repairs, reconstruction and replacements which are not covered by the insurance proceeds. In the event the purchaser desires to construct improvements which are materially different from those so damaged or destroyed, it shall first obtain the seller's All repairs and replacements shall be commenced written consent. within sixty (60) days following the date the purchaser elects to reconstruct and shall be continuously pursued with due diligence. Subject to the terms of any prior encumbrances, any casualty insurance proceeds which are not used to pay for repairs or replacements permitted by the terms of this paragraph shall be spaid to the seller and applied against the principal balance last due hereunder, and the seller shall accept the same notwithstanding any prepayment restriction in this contract. prepayment premium shall not be added to any payments required by this paragraph.

If (a) the purchaser does not elect to repair the damage, or (b) the seller's consent to different improvements is not waived or given, or (c) the purchaser does not deposit into the disbursement account all sums in excess of available insurance proceeds required for reconstruction by the date construction is required to commence, or (d) construction is not commenced when required or not continuously pursued (subject to delays beyond the reasonable control of the purchaser), the seller may require that all casualty insurance proceeds be immediately paid to the seller or to the holder of a prior encumbrance having a valid claim thereto which is prior to the seller's. The purchaser shall make the elections provided for in this paragraph within sixty (60) days following the date of the casualty, and the seller shall respond in writing to a written request to construct materially different improvements within twenty (20) days after said request Any failure of the purchaser to timely make any such election shall enable the seller to apply the insurance proceeds against the principal last due under this contract, and any failure of the seller to timely respond to any such request shall be deemed an approval thereof.

Damage to or destruction of the Property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the purchaser of its obligation to pay the remaining installment amounts when due. In the event of any failure of the purchaser to obtain or timely pay any premiums for any insurance required by this paragraph, and if such failure is not rectified within any required notice period for remedial advances under this contract, the seller may require the purchaser to deposit with each installment amount an amount reasonably estimated by the seller to be necessary to discharge the next ensuing premiums for said policies, said estimates to be adjusted by the seller upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the purchaser with the delivery of the purchaser's assignment and deed to the purchaser. The seller shall not be liable for If not retained in an escrow or interest on said deposits.

collection account, said funds shall be maintained by the seller in a segregated account and expended for no other purpose, with interest thereon, if any, being added to the sums so held; provided, however, this account may be commingled with any tax reserve account under this contract.

### Taking

11. The purchasers assume all risk hereafter placed on the property or of the taking of the property or any part thereof for public use and agree that any such taking shall not constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be applied in the same manner as insurance proceeds are to be applied, as set forth in paragraph 10 hereof.

## Title Insurance

- 12. The sellers have delivered, or agree to deliver within fifteen (15) days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Chicago Title Insurance Company, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:
  - a. Printed general exceptions appearing in said policy form;
  - b. Liens or encumbrances which by the terms of this contract the purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
  - c. Any existing contract or contracts under which sellers are purchasing said real estate, and any mortgage or other obligation, which sellers by this contract agree to pay, none of which for the purpose of this paragraph 12, shall be deemed defects in title.

# Underlying Obligations

13. If sellers' title to said real estate is subject to an existing contract or contracts under which sellers are purchasing said real estate, or any mortgage or other obligation which sellers are to pay, sellers agree to make such payments in accordance with the terms thereof, and upon default the purchasers shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the sellers under this contract.

## Title to Personal Property

14. Seller shall have sixty (60) days from the date of closing to deliver the title(s) to the mobile homes and personal property. If for any reason sellers are unable to so deliver title within said time period, the parties agree there shall be a downward adjustment of the purchase price of this Agreement and the real estate contract. If the parties are unable to agree upon the amount of the adjustment within thirty (30) days after sellers inability to deliver title(s), the amount of the adjustment shall be determined by arbitration pursuant to RCW 7.04.

# Assignment and Deed

balance of this contract has been reduced by regular payments or pre-payments to an amount equal to the principal balance of First Contract, sellers' equity in the property shall have been paid in full. Sellers agree at such time to deliver to purchasers a purchaser's assignment and deed for First Contract, and purchasers agree at such time to assume and pay First Contract in accordance with its terms and provisions and to hold sellers harmless therefrom; provided, however, that purchasers agree not to pre-pay all or any part of First Contract without first providing thirty (30) days notice, in writing, to Omar H. Rhode and Delores J. Rhode, their heirs, successors or assigns, of their intention to make such pre-payment.

#### Possession

16. The purchasers shall be entitled to possession of the property on April 25, 1989, and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep any improvements on the property in good repair and not to permit waste and not to use, or permit the use of, the property for any illegal purpose. The purchasers covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchasers are entitled to possession.

# Use of Premises

17. Purchasers covenant and agree to make or permit no unlawful, offensive or improper use of the premises or any part thereof.

#### Assignment

18. The rights hereby granted are personal to the purchasers, and sellers' reliance upon purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchasers, nor shall purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of sellers.

# Default

- provided, the sellers may make such payment, and any amounts so paid by sellers, together with interest at the rate of 12% per annum hereon from date of payment until repaid, shall be repayable by purchasers on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.
- of this contract, and it is agreed that in case the purchasers shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the sellers may at their option exercise any of the following alternative remedies upon giving purchasers thirty (30) days' written notice specifying the default and the remedy to be exercised should purchasers fail to secure all defaults at the expiration of the 30-day period:

- a. Suit for delinquencies. Sellers may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.
  - Forfeiture and Repossession. The sellers may cancel and render void all rights, titles and interests of the purchasers and their successors in this contract and in the property (including all of purchasers' then existing rights, interests and estates therein and improvements thereon) by giving a Notice o Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the sellers may retain all payments made hereunder by the purchasers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the purchasers and any person or persons having possession of the said property by, through or under the purchasers who were properly given the Notice of Intent to Porfeit and the Declaration of Forfeiture. In the event the purchasers or any person or persons claiming by, through or under the purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchasers, or such person or persons, shall be deemed tenants at will of the sellers and the sellers shall be entitled to institute an action for summary possession of the property, and may recover from the purchasers crisuch person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the sellers' reasonable attorneys' fees.
  - c. Specific Performance. Sellers may institute suit to specifically enforce any of the purchasers' covenants hereunder.
  - d. Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the purchasers and the sellers, and the purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the purchasers agree that they will occupy the property as a tenant at will, and the purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to the

installment amount as and when provided for in the specific terms hereof, and the sellers shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute an action for summary possession of the property as provided by law.

- 21. a. In the event sellers should default in any of their obligations under this contract and such default continues for fifteen (15) days after the purchasers give the sellers written notice specifying the nature thereof and the acts required to cure the same, the purchasers shall have the right to specifically enforce this contract, institute suit for their damages caused by such default, or pursue any other remedy which may be available to purchasers at law or in equity.
- The waiver of sellers to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the sellers with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the sellers to utilize any particular remedy to enforce a breach of this contract shall not preclude sellers from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cummulative and not mutually exclusive. Any delay or failure of sellers to take action upon default shall not be construed as a waiver of said default. If sellers are required to institute legal action to enforce any of the remedies indicated, purchasers agree to pay sellers, costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

#### Pro-Rated Items

- 22. The following shall be pro-rated as of the date of closing:
  - a. 1989 real estate taxes.
- b. Insurance, interest, mortgage insurance, water and other utilities constituting liens, if applicable.
- c. Personal property taxes which are payable at time of closing as a result of this purchase and sale.

#### Costs and Attorneys' Fees

23. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are

incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

# Succession

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

# Governing Law

25. This Agreement shall be contrued and enforced in accordance with the laws of the State of Washington.

### Entire Agreement

26. This Agreement supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

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

Sellers:	Purchasers:
( Stat a Stade	autob. De
ROBERT A. RHODE	CHRISTOPHER D. WOODALL
and I Place	Elaine D. Woods
MARJERIE F. RHODE	ELAINE D. WOODALL

STATE OF WASHINGTON )
) ss.
County of Skamania )

On this day personally appeared before me ROBERT A. RHODE and MARJORIE F. RHODE, 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 147 day of April, 1989.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_\_\_.

Commission expires 2/23/91

STATE OF WASHINGTON )
) ss.
County of Skamania )

On this day personally appeared before me CHRISTOPHER D. WOODALL and ELAINE D. WOODALL, 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 19th day of

April, 1989.

Notary Public in and for the State of Washington, residing at ar sur o

Commission expires 2/23/4

CONSENT

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

OMAR H. RHODE

Chelines J. RHODE

STATE OF WASHINGTON )

County of Skamania

2. Co

On this day personally appeared personal RHODE and DELORES J. RHODE 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 April, 1989.

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

Commission expires 2/23/91

#### EXHIBIT "A"

- 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 Broodwood Mobile Home, Serial No. 2761
- 1 \*Leer Block Machine
- 1 Set, advertising truck signs
- 2 Whirlpool icecube machines
- 1 Scottsman ice cuber
- 1 Ice vendor
- 4 Speedqueen washing machines
- 4 Speedqueen clothes drying machines

Various plumbing and electrical supplies

Various garden and lawn tools

1 Chest 8 freezer

Various nuts, bolts, screws; nails, paints and repair supplies

Pool table, tennis table and booth and miscellaneous tables

### ADDENDUM TO REAL AND PERSONAL PROPERTY CONTRACT

- The parties agree that there is affixed to the real estate which is the subject of the Real and Personal Property Contract attached hereto a 24' x 65' Royal Lancer double-wide mobile home.
  - Sellers represent and warrant that:
- No violations, known to sellers, exist or will exist with respect to the Property of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, nor have sellers received any notice of any such violation;
- b. Sellers have no knowledge of any material defect in the Property, structural, subterranean or otherwise;
- No liability exists or will exist with respect to the Property or any improvements thereon for which purchasers may become liable or responsible as an owner of the Property, except such as are shown upon the title policy and approved by purchasers.

Dated this May of April, 1989.

PURCHASERS: SELLERS: CHRISTOPHER D. ROBERT A. RHODE Wooda BLAINE D. WOODALL MARJØRIE F. RHODE

STATE OF WASHINGTON SS. County of Skamania

On this day personally appeared before me ROBERT A. RHODE and MARJORIE F. RHODE, 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 19th day of April,

Notary Prolic in and for the State residing

Commission expires 2/23/9/

Washington,

STATE OF WASHINGTON )

ss.

County of Skamania )

On this day personally appeared before me CHRISTOPHER D. WOODALL and ELAINE D. WOODALL, 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 1910 day of April,

1989.

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

Commission expires 2/23/91