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BOOK 120 PAGE 319

FILED RECORD  
SKAMANIA CO WASH  
BY Roethler, Crandall & Long

AUG 23 12 44 PM '90

*J. Lowry*

GARY K. OLSON

CONDITIONAL SALES CONTRACT FOR SALE AND PURCHASE OF  
PERSONAL PROPERTY AND  
ASSIGNMENT OF LEASEHOLD ESTATE

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Filed	<i>8-24-90</i>
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THIS AGREEMENT is entered into this 10 day of August, 1990, by and between DONALD H. HIGGINS and LORRAINE HIGGINS, husband and wife, (hereinafter referred to as "Seller") and C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, to purchase an undivided 1/2 interest of all personal property sold hereby, as tenants in common, and SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, to purchase an undivided 1/2 interest of all personal property sold hereby, as tenants in common (hereinafter referred to "Purchaser") as follows:

W I T N E S S E T H:

That the Sellers hereby agree to assign to the Buyers, and the Buyers agree to purchase from the Sellers the leasehold interest held by Sellers on certain real property located in Skamania County, Washington, to-wit:

Lot 1 as shown on the plat and survey entitled record of survey for Waterfront Recreation, Inc., dated May 14, 1971, on file and of record at page 306 of Book "J" of miscellaneous, under Auditor's File No. 73635, records of Skamania County, Washington.

Together with an appurtenant easement as established in writing on said plat, for the joint use of the areas shown as roadways on the plat. Created by lease dated June 1, 1970, executed by State of Washington, Lessor, to Waterfront Recreation, Inc., Lessee, recorded September 9, 1970, under recording No. 72521.

Personal property included in the sale is as listed on "Exhibit A" attached hereto and incorporated herein.

That as to the certain items on the attached Exhibit "A" listed as the boat, motor scooters and dirt bike, Seller agrees to release Seller's interest on the Certificate of Title ~~to those~~ upon the finalization of this agreement ~~SET~~ *est*

CONDITIONAL SALES CONTRACT FOR  
SALE AND PURCHASE OF PERSONAL  
PROPERTY AND ASSIGNMENT OF  
LEASEHOLD ESTATE - 1

13807  
REAL ESTATE EXCISE TAX ROETHLER, CRANDALL & LONG, P.S.

ATTORNEYS AT LAW  
P.O. BOX 336 • 1953 7TH AVENUE • SUITE 105  
LONGVIEW, WASHINGTON 98632  
Telephone: (206) 425-4470

AUG 23 1990

PAID 384.00  
*Glenda J. Kimmel, Deputy*

Glenda J. Kimmel, Skamania County Assessor  
By: *GC* Parcel # 96-000007

<sup>and SF</sup> <sup>cst</sup> <sup>ET</sup>  
~~times in order to allow Purchasers to sell or obtain substitute items, provided, however, such release of interest of the Seller shall be made only upon written request by Purchasers, with Purchasers providing sufficient substitute collateral in favor of Seller, as Seller may require.~~

1. ASSIGNMENT OF LEASE. It is acknowledged and understood by the Purchasers that Sellers own the cabin by way of a personal property interest which is situate upon the above described real property. Sellers hold an existing lease by virtue of that certain instrument which was recorded under Skamania County Auditor's File No. 102046 in book 103 at page 38. The terms, conditions, and references set forth in that certain instrument are herein by this reference incorporated fully as if set forth at length. Sellers and Purchasers agree to assume the obligations of Sellers pursuant to the terms of that lease and pay costs and obligations associated therewith as the same become due. Seller agrees to pay existing leasehold obligation to September 1, 1990. Seller agrees to pay the lease cost of the existing lease, including, but not limited to the association costs and the personal property taxes which shall have accrued all up to and included through the date of September 1, 1990.

2. PURCHASE PRICE. Purchasers agree to pay the total principal sum of SEVENTY THREE THOUSAND NINE HUNDRED DOLLARS (\$73,900.00), together with interest accruing at the rate of 10% per annum, including assumption of leasehold interest. The purchase price shall be allocated as follows:

- a. Leasehold Improvements: \$30,000.00
- b. Intangible leasehold estate: \$40,000.00
- c. Tangible personal property as set forth on the attached Exhibit "A": \$ 3,900.00

3. PAYMENT OF PURCHASE PRICE. The sum of \$5,000.00 has been paid by way of earnest money, and shall be applied towards the reduction of principal. At the time of closing the parties SCOTT SUMMERS and MARISOL SUMMERS, by way of a down payment, shall pay an additional \$17,500.00 in cash, and the parties C. STEPHEN TRAVIS and ELAINE M. TRAVIS, shall pay an additional \$7,500.00 in cash, which shall be applied by way of a down payment against the purchaser price. The total cash down payment, including earnest money, at the time of closing, shall be \$30,000.00; plus, additionally, the parties C. STEPHEN TRAVIS and ELAINE M. TRAVIS

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shall pay an additional \$10,000.00 to Sellers, with interest accruing at the rate of 10% per annum due and payable to Sellers not later than February 1, 1991. The parties SUMMERS are jointly and severally liable to Seller on this obligation due Seller by February 1, 1991. The purchasers shall make monthly consecutive installment payments on the balance of \$33,900.00 in the sum of Four Hundred Forty-seven and 99/100 (\$447.99) Dollars, with the first payment becoming due on the 1st day of September, 1990, and a like sum due and payable on the first day of each month thereafter for a period of 120 months, until principal and interest shall have been fully paid; interest shall commence to accrue on all obligations as of the date of closing, August 1, 1990.

It is specifically agreed by and between the parties, C. STEPHEN TRAVIS and ELAINE M. TRAVIS, and SCOTT SUMMERS and MARISOL SUMMERS, that as to the secondary obligation evidenced by the promissory note in the amount of \$10,000.00, that the parties C. STEPHEN TRAVIS and ELAINE M. TRAVIS shall pay the same as it becomes due and hold the parties SCOTT SUMMERS and MARISOL SUMMERS harmless therefrom.

4. LATE CHARGES. Purchasers agree to pay in addition to the monthly payment obligation a "late payment fee" of \$10.00 per day for any monthly payments made after the 7th day of each month.

5. PAYMENT OF TAXES. Seller all taxes and charges associated with his ownership of the property, including but not limited to excise tax imposed by reason of the transfer of the leasehold estate, up to and including the day of closing. The Seller agrees to pay the real property excise tax imposed upon this transaction by virtue of the imposition of such tax pursuant to WAC 458-61-430. The parties hereto agree that the value of the leasehold improvements shall be in the amount of \$30,000.00, which sale leasehold improvements are specifically understood to mean the cabin structure situate on the leasehold; and, the value of the leasehold estate in the amount of \$40,000.00; and the value of the tangible personal property transferred hereby will be \$3,900.00. Except as above provided, Buyers hereby covenant and agree that it will pay all taxes and assessments of every kind and character hereafter levied against said real property and any public liens which may hereafter be lawfully imposed upon said premises, promptly at the time the same become due and before the same become delinquent. Any sales or use taxes as may be incurred by reason of this transaction shall be paid by Buyers, with Seller held harmless therefrom.

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6. **INSURANCE.** Buyer further covenants and agrees to keep all buildings now or hereafter erected on said premises, and all personal property covered by this contract, insured against loss or damage by fire in a company or companies satisfactory to the Seller, with a loss payable clause endorsed thereon in favor of the Seller as their interest may appear. Upon written request of Seller, Buyer will furnish Seller with certificates of all such insurance and with copies of such loss payable endorsements.

In the event that the Buyer fails to pay before delinquency any such taxes or assessments, or to insure the premises as above provided, the Seller may pay such taxes and assessments, and effect such insurance, and the amounts paid therefor by them shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10% per annum until paid, without prejudice to other rights of Seller by reason of such failure.

7. **RISK OF LOSS AND EMINENT DOMAIN.** The Buyer agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all monies received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money, or at the election of the Seller, to the rebuilding or restoration of such improvement. In case the amount received from any such taking (eminent domain proceedings) exceeds the balance of the purchase price aforesaid, such surplus shall be turned over forthwith to Buyer upon receipt of same by Seller.

8. **IMPROVEMENTS.** All improvements placed upon the premises insofar as they become a fixture upon the real estate shall be subject to the security interest held by Sellers until such time as the balance of the obligation due Sellers by Purchasers have been fully paid.

9. **TITLE.** The title to the personal property hereby conditionally sold shall remain in the Seller until all the agreements of the Buyer have been fully performed.

10. **SECURITY.** It is understood that the parties hereto shall execute a uniform security agreement in the appropriate form

CONDITIONAL SALES CONTRACT FOR  
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required in the sale creating a security interest in the goods so that the same may be filed with the appropriate agency.

11. CLOSING. The parties hereto agree that the legal costs associated with the drafting of this agreement shall be born among and between DONALD H. HIGGINS and LORRAINE HIGGINS, husband and wife, as Sellers, and C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, and SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, as Purchasers, each party being responsible for 1/3 of the cost thereof, provided, however that the parties SUMMERS and TRAVIS costs shall not exceed the sum of \$200.00 each. All parties have been advised and understand that the lawfirm of ROETHLER, CRANDALL & LONG, P.S. is acting as legal counsel for DONALD H. HIGGINS and LORRAINE HIGGINS, husband and wife, alone. Although the law firm has prepared these papers for the present transaction and is acting only as the attorney for Sellers, the parties have agreed to share equally in the attorneys fees associated with the drafting and preparation of the sale documents. Purchasers have been informed and advised that they should seek the review of the purchase documents by their own independent counsel. As referred to in this contract, "date of closing" shall be the date of execution of this contract. All applicable real property taxes shall be pro-rated as of date of closing. ~~Outside of closing, the Purchasers shall pay the sum of \$350.00 (\$1.00 per gallon) to Sellers as and for Sellers' costs incurred in the purchase of the existing propane in propane tank which is situate upon the property. The Purchasers shall purchase the propane from Sellers outside of closing of this transaction.~~ *Buyers accept responsibility to fumigate house in lieu of this payment of \$350.*

*SS and  
ET  
CST  
DWH  
LWH*

12. POSSESSION. Buyers are entitled to possession of the personal property acquired from Sellers on date of closing.

13. CONDITION OF PROPERTY. Buyers accept the property in its present condition and acknowledges that Sellers, their agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyers agree to maintain the property in such condition as complies with all applicable laws.

14. SATISFACTION OF CONTRACT. At such time as the Buyers shall have fully performed their obligations under this contract and other documents associated herewith, and shall have strictly and properly performed any and all of the agreements and stipulations with respect to this transaction, then the Sellers

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shall deliver to the Buyers, or their successors or assigns, upon receipt of the final payment, a Bill of Sale in the form as attached hereto and marked "Exhibit B."

15. **ASSIGNMENT.** This contract shall not be assigned by operation of law nor shall the Buyers assign nor sell the same or transfer its interest hereunder to any third person without the written consent of the Sellers which consent shall not be arbitrarily or capriciously withheld. Provided, however, that in the event of a sale or transfer approved by Sellers, Sellers shall have the right to specifically negotiate a higher interest rate if he so elects, and if the parties cannot agree to an interest rate acceptable to Seller, it will not be deemed that Seller has arbitrarily or capriciously withheld consent.

16. **DEFAULT.** Time is of the essence of this contract. The following shall be deemed to constitute and "event of default":

- a. Any proceedings in bankruptcy, receivership or insolvency instituted by or against the Buyers;
- b. If the Sellers reasonably deems the property, or any part thereof, to be in danger of confiscation or the intentional misuse or destruction thereof by Buyers;
- c. If, after the Sellers shall have given the Buyers thirty (30) days advance written notice by certified mail (postage prepaid and return receipt requested) addressed to Buyers C. STEPHEN TRAVIS and ELAINE M. TRAVIS, at 2186 Heath St. South, Salem, Oregon, 97302, and SCOTT SUMMERS and MARISOL SUMMERS, at 13925 Summit View Ext, Yakima, Washington 98908, Buyers have failed to comply with or perform any of the terms and conditions of this contract, including, but not by way of limitations, the making of the aforesaid monthly payments.

Upon the concurrence of any event of default the Sellers may, at their option, either:

- a. Declare all sums of money that may be unpaid hereunder immediately due and payable. The Sellers' acceptance of any payment on the balance after such declaration shall not be deemed to alter or effect the Buyers' obligation and/or the Sellers' rights hereunder with respect to any

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subsequent default or breach of the provisions, terms and conditions of this contract;

- b. Declare all of the Buyers' rights hereunder terminated and take immediate possession of said real and personal property without further demand and with or without process of law. For this purpose the Sellers may enter upon said premises and take possession of said real and personal property without liability on their part. Upon exercising such rights, all right and interest of the Buyers to said real and personal property shall terminate and all payments made by the Buyers hereunder and improvements placed upon said premises shall be forfeited to the Sellers as liquidated damages.
- c. The Purchasers hereto specifically agree that in the event of such a default and upon demand by Sellers, that Purchasers shall execute in favor of Sellers an assignment of the leasehold which they have hereby acquired from Sellers. It is further specifically agreed that this provisional remedy for default may be enforced in a court of law or equity by specific performance.

17. **MISCELLANEOUS.** Purchasers shall receive all or any funds, proceeds or rebates derived from any existing or prior legal proceedings undertaken by or on behalf of the property association.

18. **WAIVER.** Any waiver by Sellers of any breach of any of the terms or provisions hereof shall not be held or deemed to be a waiver of any succeeding breach of such provisions or any other provisions of this contract.

19. **COSTS OF SUIT.** In case suit or action is instituted to cancel this contract or to enforce any of the provisions hereof, the successful party in such suit or action shall be entitled to recover, in said suit or action, from the unsuccessful party such sum as the Court may adjudge reasonable for the successful party's costs and attorneys' fees in said suit or action.

The terms and provisions of this agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

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This agreement is the entire agreement between the parties and supersedes and extinguishes any and all prior discussions or negotiations between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

SELLERS

Donald H. Higgins  
DONALD H. HIGGINS  
Lorraine M. Higgins  
LORRAINE HIGGINS

BUYERS

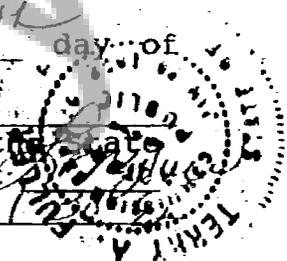
C. Stephen Travis  
C. STEPHEN TRAVIS  
Elaine M. Travis  
ELAINE M. TRAVIS  
Scott Summers  
SCOTT SUMMERS  
Marisol Summers  
MARISOL SUMMERS

STATE OF WASHINGTON )  
COUNTY OF Cowlitz ) SS.

On this day personally appeared before me DONALD H. HIGGINS to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that the same was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 15<sup>th</sup> day of August, 1990.

Jerry Fuller  
NOTARY PUBLIC in and for the state of Washington, residing at 1234 5th Ave  
My commission expires on 12/31/91



STATE OF WASHINGTON )  
COUNTY OF Cowlitz ) SS.

On this day personally appeared before me LORRAINE HIGGINS, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that

CONDITIONAL SALES CONTRACT FOR SALE AND PURCHASE OF PERSONAL PROPERTY AND ASSIGNMENT OF LEASEHOLD ESTATE - 8

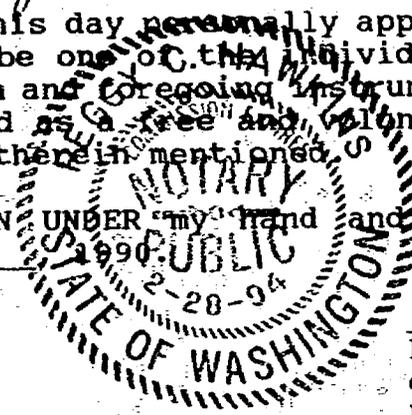
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STATE OF WASHINGTON )  
COUNTY OF Yakima ) SS.

On this day personally appeared before me SCOTT SUMMERS to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that the same was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 10<sup>th</sup> day of August 1990.

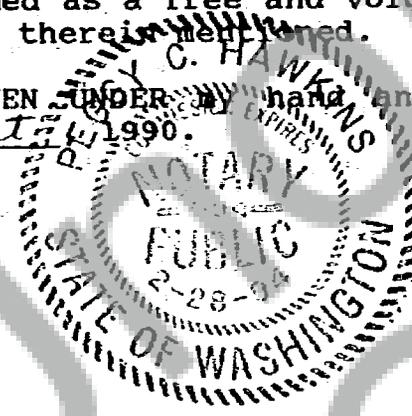


Peggy C. Hawkins  
NOTARY PUBLIC in and for the State of Washington, residing at Yakima  
My commission expires on 8-28-94

STATE OF WASHINGTON )  
COUNTY OF Yakima ) SS.

On this day personally appeared before me MARISOL SUMMERS to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that the same was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 10<sup>th</sup> day of August 1990.



Peggy C. Hawkins  
NOTARY PUBLIC in and for the State of Washington, residing at Yakima  
My commission expires on 8-28-94

CONDITIONAL SALES CONTRACT FOR  
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ATTORNEYS AT LAW  
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EXHIBIT "A"

CONDITIONAL SALES CONTRACT

- 1 - 1976 MARLIN POWER BOAT WITH TRAILER
- 1 - HONDA 1000 GENERATOR
- 2 - HONDA MOTOR SCOOTERS
- 1 - PEDAL BOAT
- 1 - BOAT SLIP NO. 81, LEASED
- 1 - SUZUKI DIRT BIKE
- 1 - CHAINSAW

Unofficial  
Copy

EXHIBIT "A"

CONDITIONAL SALES CONTRACT

EXHIBIT "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That DONALD H. HIGGINS and LORRAINE M. HIGGINS, husband and wife, of Longview, Cowlitz County, Washington, hereby sells, transfers and assigns an undivided one-half interest to C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, and an undivided one-half interest to SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, as tenants-in-common, for and in consideration of the sum of Seventy Three Thousand Nine Hundred and no/100 (\$73,900.00) Dollars (allocated as hereinafter set forth), lawful money of the United States of America, to him in hand paid by said C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, and SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, the receipt of which is hereby acknowledged, the following described property:

That certain Cabin and intangible leasehold estate, located on Lot 1 as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 14, 1971 on file and of record at Page 305 of Book "J" of Miscellaneous Records, under Auditor's File No. 73635, Records of Skamania County, Washington.

LEASEHOLD IMPROVEMENTS VALUE: \$30,000.00  
 LEASEHOLD ESTATE VALUE: \$40,000.00

TOGETHER with the furniture, appliances, and household effects found within the cabin above-described; and tangible items of personal property;

TOGETHER with the following described items:

- 1 - 1976 MARLIN POWER BOAT WITH TRAILER
  - 1 - HONDA 1000 GENERATOR
  - 2 - HONDA MOTOR SCOOTERS
  - 1 - PEDAL BOAT
  - 1 - BOAT SLIP NO. 81, LEASED
  - 1 - SUZUKI DIRT BIKE
  - 1 - CHAINSAW
- VALUE \$ 3,900.00

together with any replacements, substitutions or accessions now owned or hereafter acquired and located on Lot 1 as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 14, 1971 on file and of record at Page 305 of Book "J" of Miscellaneous Records, under Auditor's File No. 73635, Records of Skamania County, Washington, or wheresoever situate.

TO HAVE AND TO HOLD the same to the said C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, and SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, their heirs, executors, administrators, and covenants and agrees to and with the said C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, and SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, that he is the owner of said property, goods and chattels and has good right and full authority to sell the same, and that he will warrant defend the sale hereby made unto the said C. STEPHEN TRAVIS and ELAINE M. TRAVIS, husband and wife, and SCOTT SUMMERS and MARISOL SUMMERS, husband and wife, their executors, administrators and assigns, against all and every person or persons, whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the parties hereto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
DONALD H. HIGGINS Seller

\_\_\_\_\_  
LORRAINE M. HIGGINS Seller

BILL OF SALE

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EXHIBT "B"

ROETHLER, CRANDALL & LONG, P.S.  
ATTORNEYS AT LAW  
P.O. BOX 336 • 1953 7TH AVENUE • SUITE 105  
LONGVIEW, WASHINGTON 98632  
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