

ROLL 061981A
MARRIAGE APPLICATIONS
DAILY RECORDINGS
BOARD OF CO. COMMISSIONERS

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (last name first, and mailing address(es))

Skamania General Store &
Restaurant, Inc., a WA Corp.
20707 N.E.Risto Rd.,
Battle Ground, WA 98604

No of additional
sheets presented

2 Secured Party(ies) and address(es)

William Wear
Ann Wear
1.34L Franz Rd.
Stevenson, WA 98648

3 Maturity date
(if any)

4 FOR FILING OFFICER ONLY
(Date, time, number and filing office)

INSTRUMENT NO. 2220 NS

FILED BY Sentry Guarantee

3 M 6-3-81

E. Mesford

DEPUTY COUNTY AUDITOR

SKAMANIA COUNTY WACB
and address(es)

5 This Financing Statement covers the following types (or items) of property.
(Use this space for Real Property description if required.)

Business known as Skamania General Store & Bill's Drive-In
located at MP33L State Hiway 14, Skamania, WA, including but
not limited to inventory and equipment, use of name, good
will, business equipment located thereon, including but not
limited to the personal property thereon.

CHECK ☒ IF COVERED:

☐ Proceeds of collateral are also covered

☐ Products of collateral are also covered

Filed with:

CLARK COUNTY AUDITOR

Skamania County Auditor

☐ The collateral described herein is brought into this state already subject to a security interest in the state of

Skamania General Store & Restaurant, Inc.

BY:

SIGNATURE(S) OF DEBTOR(S)

FILING OFFICER - ALPHABETICAL

BY:

William Wear

Ann Wear

Signature of Secured Party or Assignee of Record (Not Valid until Signed)

WASHINGTON STATE UCC

FORM APPROVED BY SECRETARY OF STATE (4-67)

CONDITIONAL SALE CONTRACT AND SECURITY AGREEMENT

The undersigned Seller WILLIAM WEAR AND ANN WEAR, HUSBAND AND WIFE, hereby sells and

the undersigned Buyer SKAMANIA GENERAL STORE & RESTAURANT, INC., A WA CORPORATION, hereby buys
 on the terms and conditions below and on the reverse side hereof, the following described merchandise, (hereinafter called "purchased property"), delivery and
 acceptance of which in good order is hereby acknowledged by Buyer; and Buyer (as debtor) acknowledges that Seller (as Secured Party) has retained and taken a
 security interest therein and in the other property described herein (all of which is hereinafter collectively called the "property"). This property will secure other
 and future indebtedness of buyer to seller or assignee. Regardless of any other existing agreement with Seller or Assignee this indebtedness will not be secured
 except as herein indicated.

Description of Goods or Services:

Business known as SKAMANIA GENERAL STORE & BILL'S DRIVE-IN, located at MP331 State Highway
 14, Skamania, WA, including, but not limited to, inventory and equipment, use of name, good
 will, business equipment located thereon, including, but not limited to, the personal property
 thereon and described on Exhibit "A" attached hereto and by reference incorporated herein.

The terms and conditions of this contract are as follows: The purchase price is

ONE HUNDRED THOUSAND AND NO/100

(\$ 100,000.00

) Dollars, of which

THIRTY FOUR THOUSAND AND NO/100

(\$ 34,000.00

) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEE ATTACHED EXHIBIT "B"

(\$ see below) Dollars,

or more at purchaser's option, on or before the See attached Exhibit "B" day of

below

(\$ see below) Dollars,

and SEE ATTACHED EXHIBIT "B"

or more at purchaser's option, on or before the

(see below) (& ex.B)

day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of

10

per cent per annum from the

day of

(see below) (& ex.B)

, 19

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at

or at such other place as the seller may direct in writing.

FOR ADDITIONAL TERMS & CONDITIONS, SEE ATTACHED EXHIBIT "B"

The buyer shall not allow any of said property to come into the possession
 or control of any other person or remove any part thereof from
 MP331 State Highway #14, Skamania, WA

and shall, at no expense to the seller, keep the same in good repair and
 also keep the same insured against loss, theft or damage with loss payable to
 the seller for the sum of 100,000.00 Dollars.

the name of the seller until all sums due hereon are fully paid

The buyer agrees to assume and pay any tax that may hereafter be levied
 against the goods or chattels described therein before same becomes de-
 quent.

Time is of the essence of this agreement and in the event that the
 buyer shall fail to make any of said payments, or any part thereof at the times
 hereinbefore fixed therefor or shall suffer or permit any of said goods or
 chattels to be taken from the buyer possession or removed from
 MP331 State Highway #14, Skamania, WA

or shall make default in any of the conditions above stated or if at any
 time the seller shall feel insecure then this contract may be forthwith
 terminated, at the option of the seller, without notice, and the seller shall
 hereupon be entitled to the immediate possession of all said property where-

ever situated. And all payments theretofore made to the seller by the buyer
 shall be retained by the seller as the seller's own property, as compensation
 for the use and wear and depreciated value of said goods and chattels, and
 for the seller's loss and trouble 66,000.00

And the seller agrees that upon the receipt of said amount of \$66,000.00
 and interest, before default has been made in any of the foregoing condi-
 tions, to execute to the buyer a bill of sale of said goods and chattels. But
 it is expressly understood and agreed by the parties hereto that no title in
 any of said goods or chattels shall pass to or vest in the buyer until the
 execution of said bill of sale

In case default is made and this contract terminated as above provided,
 the said forfeited payments shall be in full satisfaction of all claims against
 the buyer arising out of this contract. provided, the buyer shall forthwith
 peaceably deliver up possession of all goods and chattels to the seller in good
 order and condition (reasonable use and wear thereof excepted). In case the
 seller shall employ an attorney to recover either the property or to collect
 any unpaid balance due under this agreement, the buyer promises and agrees
 to pay in addition to the costs and disbursements incurred by the vendor
 such additional sum as the court may adjudge reasonable for attorneys fees
 to be allowed in such action or suit, together with all expenses, costs and
 charges incurred by the seller.

The legal description of the real estate where the property is to be installed, if to be installed on real property, is: All that portion of the North-
 west Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the
 Willamette Meridian, Skamania County, Washington, lying Northerly of the right of way for
 Primary State Highway No. 8; EXCEPT the West 20 feet thereof.

DEBTOR REPRESENTS AND AGREES THAT THE PRIMARY USE OF THE PROPERTY IS AND WILL BE CHECKED HERE:

☐ PERSONAL, FAMILY OR HOUSEHOLD PURPOSE

☒ BUSINESS USE

☐ FARMING USE

You may cancel this contract and return any goods received, if it is solicited in person,
 and you sign it, at a place other than the Seller's business address shown on the contract, by sending notice of such cancellation by certified mail return receipt
 requested to the Seller at his address shown on the contract, which notice shall be posted not later than the next business day following your signing this con-
 tract; provided, that at the time of sending notice of cancellation you have not received and accepted a substantial part of the goods or services which the
 seller is required to furnish under this contract.

executed at Vancouver, Wash., on May 18, 19 81

seller William Wear Ann Wear

Address 134L Franz Road, Stevenson, WA 98648

BUYER ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS CONTRACT

Signature of Buyer Skamania General Store & Restaurant
Inc.

By: Thermon Roast Pres.

Address 20707 N.E. Risto Rd., Battle Ground WA
98604

CITY COUNTY STATE ZIP CODE

Do not sign this Contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.

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STATE OF WASHINGTON,

County of CLARK

SS. (INDIVIDUAL ACKNOWLEDGMENT)

I, Earline Farris

do hereby certify that on this 20th day of May, 1981, personally appeared before me WILLIAM WEAR AND ANN WEAR

to me known to be the individual S described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of May, 1981

Notary Public in and for the State of Washington, residing at Vancouver in said County.

STATE OF WASHINGTON,

County of CLARK

SS. (CORPORATE ACKNOWLEDGMENT)

On this 20th day of May, 1981

before me personally appeared HERMAN ROEST

to me known to be the PRESIDENT OF SKAMANIA GENERAL STORE & RESTUARANT, INC., A WA CORP. of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at VANCOUVER in said County.

ASSIGNMENT

For value received the seller named in the above and foregoing conditional sales contract does hereby sell, transfer, assign and set over unto _____ all of the seller's rights, title and interest in and to said contract and the property therein described and directs the buyer herein named to pay the same to the order of _____

Dated this _____ day of _____, 19____

Seller's address _____

(Seller signs here)

By _____

(Owner, Officer or Firm Member)

No. _____

CONDITIONAL SALE CONTRACT
(PERSONAL PROPERTY)

FROM

TO

ROLL
061981A

ROLL 061981A
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Attachment to Conditional Sales Contract dated May 18, 1981,
1981 between WILLIAM WEAR AND ANN WEAR, HUSBAND AND WIFE, seller herein, and
SKAMANIA GENERAL STORE & RESTAURANT, INC., a WA CORP., Purchaser herein, named,
named Exhibit "A".

EXHIBIT "A"

Restaurant

1 sayno refrigerator (small)
1 Taylor ice cream machine
1 Star deep fryer
1 Star grill
1 Flavor crisp chicken fryer
1 NCR cash register
1 Frigidare Refrigerator #148
1 Westinghouse freezer upright
1 Gibson freezer upright
1 coffee maker/Farmers Bros.
12 tables
48 chairs

Rental House

Kenmore stove
Kelvinator refrigerator

Store

1 NCR cash register
1 Frigidare freezer
1 Albert Ross freezer
1 set of scales (21 lbs)
1 Schaefer freezer

Skamania General Store & Restaurant, Inc.

By: [Signature]

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Attachment to CONDITIONAL SALES CONTRACT dated May 18, 1981,
between WILLIAM WEAR AND ANA WEAR, seller herein, and SKAMANIA GENERAL STORE &
RESTAURANT, INC., a WA CORPORATION, purchaser herein, named therein as Exhibit
"A".

EXHIBIT "B"

THIS CONTRACT is subject to the personal property provisions of that certain Real Estate and Conditional Sales Contract between Helen V. Gaudett as Seller and William Wear and Ana Wear, husband and wife as Purchasers, recorded June 11, 1980 at page 310, under Auditor's File No. 40865, records of Skamania County, Washington, Excise Tax paid June 11, 1980, in the sum of \$832.04, receipt No. 7543, and the purchaser herein agrees to abide by the conditions thereof and make the payments due as required thereon as an additional requirement of this contract, which shall be the same and the total of the payment herein, and any default thereof shall be considered a default by the purchaser herein.

ALSO this contract is subject to a Real Estate Contract issued simultaneously and contingent to this contract, a copy of which is attached hereto and made a part hereof, and purchaser herein agrees to abide by the terms and conditions of said contract and a default therein shall be deemed a default herein except that any payment paid herein shall be considered a payment thereon and vice-versa.

William Gaudett

Ana M. Wear

Herman Rust Pres.

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[Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transactions on Consumer Goods]

SECURITY AGREEMENT – EQUIPMENT, FARM EQUIPMENT, FIXTURES, OR CONSUMER GOODS
(May Be Used for Motor Vehicles and Aircraft in Above Categories)

THE UNDERSIGNED SKAMANIA GENERAL STORE & RESTAURANT, INC., A WA CORPORATION

(hereinafter called "Debtor") hereby grants to WILLIAM WEAR AND ANN WEAR, HUSBAND AND WIFE
(hereinafter called "Secured Party"), a security interest in the following described property, together with all increases therein, all added and substituted parts and equipment, tools, parts, accessories, supplies and improvements therefor, together with all proceeds of all such property, to-wit:

[Insert full description of property, including identifying data such as year, make, model, serial and identification numbers.]
As claimed by the Debtor herein on/as the Purchasers equity interest in a Conditional Sales Contract Dated May 18, 1981, and filed as Auditor's File # 2220 records of Skamania County, WA

Business known as SKAMANIA GENERAL STORE & BILL'S DRIVE-IN located at MP33L State Hiway #14, Skamania, Washington, including but not limited to inventory and equipment, use of name, good will, business equipment located thereon, including but not limited to the personal property thereon and described on Exhibit "A" attached hereto and by reference incorporated herein.

All of said property is hereinafter referred to as the "Property" and it is located in SKAMANIA County, Washington.

This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party presently existing and hereafter arising, direct or indirect, and interest thereon. Regardless of the adequacy of any security which the Secured Party may at any time hold hereunder, and regardless of the adequacy of any other security which Secured Party may obtain at any of its offices from Debtor in connection with any other transactions, any deposits or other moneys owing from Secured Party at any of its offices to Debtor shall (as collateral in the possession of Secured Party) constitute additional security for, and may be set off against, obligations secured hereby even though said obligations may not then be due. When more than one person is the Debtor they shall be jointly and severally liable.

DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. Use of Property – Residence of Debtor.

Debtor agrees to comply with any governmental regulation affecting the use of the property and will not waste, injure nor destroy the property, nor use nor permit the use of the property in any unlawful manner. Debtor represents and agrees that the primary use of the property is and will be as checked here:

- ☐ Personal, family or household purposes
☒ Business use
☐ Farming use

The Debtor resides in the county set forth below, unless some other county is indicated here:

SKAMANIA County, Washington

2. Fixtures.

If any of the property is to be or has been attached to real estate, the description of the real estate is as follows:

SKAMANIA County, Washington

3. Ownership and Liens.

Debtor is over 18 years of age and owns the property and the same is free and clear of all security interests and encumbrances of every nature. Debtor will not create nor permit the existence of any lien or security interest other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of Secured Party.

4. Taxes.

Debtor will pay before delinquency all taxes or other governmental charges levied against the property and will pay any tax which may be levied on any obligation secured hereby.

5. Repairs and Inspection.

Debtor will keep the property in good repair. Secured Party may inspect the property at reasonable times and intervals and may for this purpose enter the premises upon which the property is located.

6. Insurance.

Debtor will keep the property continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured

The terms and conditions appearing on the back hereof are part of this Security Agreement.

Signed this 18th day of May, 19 81

MP331 State Hiway #14, Skamania, WA
Street City
Skamania County, Washington

MAILING ADDRESS OF DEBTOR (Print)

WBA UCC 1A

Skamania General Store & Restaurant, Inc.

By:

William Wear

(SIGNATURE OF DEBTOR)

Washington Legal Blank Co., Bellevue, Wa.

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hereby, with such form of loss payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the property and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

7. Removal or Sale.

Without the prior written consent of Secured Party, Debtor will not remove the property from the State of Washington, and Debtor will not sell nor lease the property or any interest therein.

8. Expenses Incurred by Secured Party.

Secured Party is not required to, but may at its option, pay any tax, assessment, insurance, premium, expense, repair or other charges payable by Debtor, and any filing or recording fees, and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

9. Waivers.

This Security Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions hereof shall be effective unless in writing signed by Secured Party. No waiver nor indulgence by Secured Party as to any required performance by Debtor shall constitute a waiver as to any subsequent required performance or other obligations of Debtor hereunder. Debtor hereby waives any counter claims or defense hereunder against any assignee for value.

10. Default.

Time is of the essence in this Security Agreement, and in any of the following events, hereinafter called "Events of Default," to-wit:

- (a) Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby; or
- (b) Any failure to perform as required by any covenant or agreement herein; or
- (c) The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby; or
- (d) If the property should be seized or levied upon under any legal or governmental process against Debtor or against the property; or
- (e) If Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal

bankruptcy laws; or makes an assignment for the benefit of creditors; or if Debtor is named in or the property is subjected to a suit for the appointment of a receiver; or

- (f) Loss, substantial damage to, or destruction of any portion of the property; or
- (g) Entry of any judgment against Debtor; or
- (h) Dissolution or liquidation of Debtor; or
- (i) The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amount of indebtedness secured hereby shall then or at any time thereafter, at the option of Secured Party, become immediately due and payable without notice or demand, and Secured Party shall have an immediate right to pursue the remedies set forth in this Security Agreement.

11. Remedies.

In the event of a default hereunder, Secured Party shall have all remedies provided by law; and without limiting the generality of the foregoing, shall be entitled as follows:

- (a) Debtor agrees to put Secured Party in possession of the property on demand; and
- (b) Secured Party is authorized to enter any premises where the property is situated and take possession of said property without notice or demand and without legal proceedings; and
- (c) At the request of Secured Party, Debtor will assemble the property and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and
- (d) Debtor agrees that a period of five (5) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the property; and
- (e) Debtor agrees that any notice or other communication by Secured Party to Debtor shall be sent to the mailing address of the Debtor stated herein; and
- (f) Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and
- (g) If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

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SECURITY AGREEMENT

May 18, 1961

1. I, JOHN WILLIAM WEAVER, JR. WEAVER BAND AND MUSIC, Seller herein, and
PAUL WILLIAM STORCK, JR. STORCK, Inc., WA CORP., Purchaser herein, and I,
hereby agree to the following:

Figure 1

1. What is the purpose of the document?
The purpose of this document is to provide a detailed description of the project's objectives, scope, and deliverables. It serves as a guide for the project team and stakeholders, ensuring everyone is aligned on the project's goals and expectations.

1. Schacter, D. L. (1986). *Transience*. In D. L. Schacter (Ed.), *Transience in memory* (pp. 1-27). Hillsdale, NJ: Erlbaum.

and the following results are due to K. H. REID: