

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 17th day of October, 1967, by and between JAMES C. BAILEY and BARBARA L. BAILEY, husband and wife, hereinafter called the "sellers", and EARL E. WHITE and PHYLLIS A. WHITE, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers, those items of personal property and fixtures listed on schedule "A" hereof, and the following described real estate, with the appurtenances, situate in the County of Skamania, State of Washington, to-wit:

Lot 1 of Block 6 of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

ALSO: A tract of land located in Section 36, Township 3 North, Range 7 E.W.M. and in Section 36, Township 3 North, Range 7½ E.W.M. adjacent to Lot 1 of the said Block 6, more particularly described as follows: Beginning at the northeast corner of the said Lot 1; thence north 55° 30' east 40 feet; thence south 34° 30' east 118 feet; thence south 55° 30' west 40 feet to the southeast corner of Lot 1 of the said Block 6; thence north 34° 30' west 118 feet to the point of beginning;

SUBJECT to easement for highway slopes granted to the State of Washington by deed dated April 12, 1949, and recorded June 1, 1949, at page 406 of Book 32 of Deeds, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Forty Thousand and no/100 (\$40,000.00) Dollars, of which Eight Thousand and no/100 (\$8,000.00) Dollars has been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two Hundred Seventy-Eight and 78/100 (\$278.78) Dollars, or more, on or before the 15th day of November, 1967, and Two Hundred Seventy-Eight and 78/100 (\$278.78) Dollars, or more, on or before the 15th day of each and every month thereafter until the entire purchase price, including interest on the unpaid portion thereof at the rate of six and one-half per cent (6½%) per annum, has been fully paid; interest to begin on the 6th day of October, 1967. The monthly payment herein provided shall include both principal and interest, said monthly payment to be applied first to accrued interest and the balance applied to principal. Provided however, no more than one-third of the purchase price may be paid during the first year of this contract and no more than one-third of the unpaid balance may be paid in any of the next two preceding years.

The sellers hereby covenant that all outstanding indebtedness incurred by the operation of said business prior to the <sup>6th day of October, 1938</sup> ~~date hereof~~, by said sellers, will be paid by the sellers, and in the event the purchasers become obligated to pay any such indebtedness, said purchasers shall have the option of deducting any such payment, or payments, from the next payment due on this contract or, if the next payment due is insufficient to fully reimburse the purchasers, then from each succeeding payment until they have been fully reimbursed.

When balance of purchase price equals the balance of prior contracts, mortgages or other outstanding encumbrances on the property herein, said purchasers shall be entitled to a deed subject to said encumbrances, provided purchasers have fulfilled all other commitments required of them by this contract.

The purchasers are entitled to take possession of said premises on date of closing unless otherwise determined by the parties.

The purchasers agree to pay before delinquency all taxes and assessments that may as between grantors and grantees hereafter become a lien on said premises.

The purchasers assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchasers agree, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the sellers and for the sellers' benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the sellers.

In case the purchasers shall fail to make any payment hereinbefore provided by the purchasers to be made, the sellers may make such payment and any amount so paid by the sellers, together with interest thereon from date of payment until repaid at the rate of six and one-half per cent ( $6\frac{1}{2}\%$ ) per annum, shall be repayable by the purchasers on demand, all without prejudice to any other right the sellers might have by reason of such default.

The purchasers agree that full inspection of said described premises has been made and that neither the sellers nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The purchasers shall have the right to make delinquent payments due by the sellers or others on prior contracts, mortgages or encumbrances which are liens on this property, and by such payment have credit allowed purchasers on this contract as of date of payment.

The sellers agree to provide the purchasers with a policy of title insurance prior to the time the last payment on this contract is made insuring to the purchasers the full amount of said purchase price against loss or damage by reason of defect in the title of the sellers to the said described premises, or by reasons of prior liens or encumbrances not assumed by the purchasers under this agreement.

The sellers agree, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchasers a good and sufficient warranty deed of said described premises, subject to the provisions herein provided for.

Time is of the essence of this contract. In case the purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchasers hereunder shall cease and determine and any payments theretofore made hereunder by the purchasers shall be retained by the sellers in liquidation of all damages, sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit: the mailing address of the premises which are the subject matter of this contract, or at such other address as the purchasers will indicate in writing to the sellers. Or the sellers may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the sellers and repayable by the purchasers, it being stipulated that the covenant to pay intermediate installments or

to pay items repayable by the purchasers, are independent of the covenant to make a deed that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Purchasers covenant not to lease, sell, <sup>materially</sup> sublet or <sup>alter</sup> ~~transfer~~ the premises in any manner without first obtaining the written authorization of the sellers; provided, however, that the sellers shall not unreasonably withhold such authorization upon a satisfactory showing by the potential purchaser, lessee, lender or etc.; that the sellers security, interest or title will not be jeopardized.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

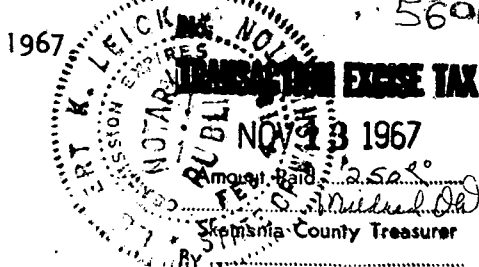
IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

James C. Bailey (Seal) Earl E. White (Seal)  
Barbara L. Bailey (Seal) Phyllis A. White (Seal)

STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

On this day personally appeared before me JAMES C. BAILEY and BARBARA L. BAILEY, husband and wife, and EARL E. WHITE and PHYLLIS A. WHITE, 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 17th day of October, 1967.



Robert K. Leick  
 NOTARY PUBLIC in and for the State of Washington, residing at Stevenson.

## SCHEDULE "A"

EQUIPMENT, FIXTURES AND SUNDRY ITEMS

Slide Top Freezer and Compressor  
 Ice Maker and Drink Dispenser  
 Roit Salad Table & Compressor  
 Stainless Steel Ventilation Hood and Fan  
 1 Star Electric French Fryer  
 2 Star Gas French Fryers  
 Norris Milk Dispenser  
 Sweden Twin Side Ice Cream Machine  
 Star Steam Table - 4 Inserts & 4 lids  
 Fresh-O-Matic Warmer  
 Toastmaster Toaster  
 Sears Refrigerator  
 2-Burner Gas Plate  
 Wolf Grill  
 Portable Air Conditioner  
 Gas Range  
 Dishwasher and Heating Units  
 Desk and Chair  
 Meat Slicer  
 French Fry Cutter  
 Potatoe Peeler  
 4-Section Stainless Steel Sink  
 Walk-In Cooler and Compressor  
 Ice Tea Dispenser  
 Commercial Can Opener  
 Domestic Can Opener (Electric)  
 Campbell Electric Soup Rack and 2 Electric Cups  
 4 Garbage Cans (3 large and 1 small)  
 Lern Pie Case  
 1 Small Glass Pie Case  
 Hot Coco Dispenser  
 Silverware Tray (Fiberglass)  
 National Cash Register  
 Portable Cart & 3 Fiberglass Trays  
 7 Stools  
 2 Wall Fans  
 Gas Wall Heater  
 4 Small Tables and Stands  
 1 Large Table and Stands  
 6 Pairs of Drapes  
 20 Upholstered Chairs (Orange)  
 1 Hi Chair  
 1 Child's Seat (Brown)  
 4 Turquoise Single Booths  
 6 " Double Booths  
 4 Velvet Oil Paintings  
 3 Pictures  
 Plants in Planters (To be maintained by operator)  
 Quick Freezer  
 2 1/2 Gal. Batch Machine (Mills)  
 3 Dishwasher Racks  
 Pre-Rinse  
 Chest Type Freezer  
 Pizza Oven  
 Vacuum Cleaner  
 2 Fire Extinguishers  
 Milkshake Mixer  
 Hot Fudge Dispenser (Electric)  
 Mop Bucket - Mop - Brooms - Wringer Unit  
 2 Ice Cream Cone Dispensers  
 Clary Cash Register

Schedule "A" - Continued

Basement Gas Forced Furnace  
Stand for 'Cash Register  
8 Table Tops and stands

Catsup, & Mustard Containers  
Glasses (Water)  
Glasses (Ice Tea)  
Soda Glasses  
Sundae Dishes (Tall)  
Sundae Dishes (Short)  
1 set commercial cooking pans  
Kitchen utensils-spoons-lattles-wire whip-knives  
Pie Plates  
Bowls  
Plastic Salad Dishes  
Platters  
Round Plates  
Stainless Steel Creamers  
2 Dippers - 1 Scoop  
7 Tea Pots  
3 Portion Scales  
17 Napkin Holders  
18 Sugar Holders  
1 Donut Jar  
8 Serving Trays  
Plastic Baskets  
6 Stainless Steel Inserts  
Coffee Cups  
Silverware  
Ashtrays