

REAL ESTATE CONTRACT
and
BILL OF SALE

THIS AGREEMENT, Made and entered into this 8th day of March, 1972, by and between FLOYD C. DAVIS and DOROTHY R. DAVIS, husband and wife, hereinafter called the "sellers", and WILLIAM H. KLINGAMAN and FRANCES M. KLINGAMAN, 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, all those items of personal property and fixtures listed on Schedules A, A-1 and A-2 attached hereto, and in that regard this document is to serve as a bill of sale from the sellers to the purchasers, and the following described real estate, with the appurtenances, situate in the County of Skamania, State of Washington, to-wit:

Beginning at a point on the section lines common to Sections 27 & 34, Township 3 North, R 8 E.W.M., which is N 89° 22' 30" W 942.9 ft. from the SE corner of Section 27, T3N, R 8 E.W.M.; thence S 23° 59' W 61.67 ft. to the northerly right of way line of State Road No. 8; thence S 66° 00' E along highway 22.64 ft.; thence N 23° 59' E 101.51 ft.; thence N 01° W 262.64 ft.; thence S 23° 59' W 39.84 ft. to the point of beginning.

1212

TRANSACTION EXCISE TAX

MAR 9 1972

Terms and Conditions: The terms and conditions of this

contract are as follows:

- (1) The total purchase price of the personal property listed on the attached Schedules A, A-1 and A-2 is Four Thousand Two Hundred Dollars (\$4,200.00), receipt of which is hereby acknowledged as having been paid in full.
- (2) The purchase price of the real property described above which is the subject matter of this contract is Forty-Five Thousand, Eight Hundred Dollars (\$45,800.00), of which Eleven Thousand Eight Hundred Dollars (\$11,800.00) has been paid, the receipt of which is hereby acknowledged. The balance of the purchase price of said real property, together with the appurtenances thereon, shall be paid as follows: Two Hundred Twenty-Four

and 40/100ths Dollars (\$224.40), or more, per month, the first of said payments to be made on or before the 17th day of April, 1972, and a like amount, or more, on or before the 17th day of each and every month thereafter until the entire purchase price, including interest on the unpaid principal at the rate of five per cent (5%) per annum, has been paid in full. The sellers shall apply each monthly payment hereunder first to the reduction of accrued interest and the balance to diminish the principal.

The purchasers shall have the option to pay this contract in its entirety at any time without penalty; provided, however, the purchasers shall not pay more than twenty-nine per cent (29%) of the original purchase price in the year 1972.

Bulk Sales: The sellers hereby covenant that all outstanding indebtedness incurred by the operation of the business conducted by said sellers on the subject property of this contract, prior to the date of closing hereunder, has or will be paid by the said 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 said purchasers have been fully reimbursed.

Date of Possession: The purchasers shall be entitled to take possession of said premises on the date of closing unless otherwise assented to in writing by the sellers.

Taxes and Assessments: 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.

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

Insurance: The purchasers agree, until full payment of

the purchase price hereunder, to keep the store building located on the premises insured at a value of \$27,000.00, and all other buildings located thereon insured to the full insurable value thereof, against loss or damage by fire, in some company acceptable to the sellers, and to furnish evidence thereof to the sellers, showing the sellers' interest in this contract as said interest may appear, and purchasers agree to pay all premiums thereof and to deliver all policies and renewals thereof to the sellers at the sellers' request.

The purchasers further agree to keep all improvements on the premises in a state of repair substantially equivalent to their condition as of the date of this contract.

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 eight per cent (8%) 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 their 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 sellers agree to provide the purchasers with a policy of title insurance within fifteen (15) days from the date of closing of this contract, insuring the purchasers in the full amount of the purchase price against loss or damage by reason of defect in title of the sellers to the said described premises, or by reason of prior liens or encumbrances not assumed by the purchasers under this agreement.

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

Assignment and Assumption of Existing Contracts: The sellers hereby assign and the purchasers hereby assume that certain lease option contract between the sellers and Transcontinental Refrigerator Company dated December 4, 1970, covering one Deluxe Model 3008 Meat Merchandiser, it being understood and agreed that the purchasers will assume said lease and hereby agree to pay the same according to its terms and conditions.

The sellers hereby assign to the purchasers, their interest in that certain Special Purpose Agreement between Time Oil Co. as lessee, and Floyd C. Davis and Dorothy R. Davis as lessors, dated the 6th day of September, 1972, and the purchasers hereunder do hereby assume the obligations of said agreement and agree to perform the same accordingly. The purchasers further agree to execute any and all documents required by said agreement, including the Retailer's Commission and Operating Agreement.

Accounts Receivable: It is agreed by the parties hereto that all accounts receivable, owing at the time of execution of this contract, shall remain the property of the sellers.

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 a 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, addressed to the purchasers at the mailing address of the premises which is 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 an 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, and 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.

In addition to all other remedies outlined above upon the purchasers' failure to make any payment of money promptly as called for herein, the sellers, after giving the purchasers thirty (30) days notice in which to remedy said delinquency, and if said delinquency still exists after said 30-day notice, may declare the entire unpaid principal and interest due and owing.

Purchasers' Covenant Not to Lease: The purchasers covenant not to lease or assign this contract, or the premises and goods which are the subject matter hereof, excluding inventory and the replacement of fixtures, without first obtaining the written authorization of the sellers; provided, however, that the sellers shall not unreasonably withhold their authorization upon a satisfactory showing of the potential purchasers or assignees 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 said suit

including the cost of searching records, and all such fees 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.

Floyd C Davis
Dorothy Davis
(Sellers)

Frances M. Klingaman
William L. Klingaman
(Purchasers)

STATE OF WASHINGTON }
County of Skamania } ss.

On this day personally appeared before me FLOYD C. DAVIS and DOROTHY R. DAVIS, husband and wife, and WILLIAM L. KLINGAMAN and FRANCES M. KLINGAMAN, 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 8th day of

March, 1972.



Floyd C. Davis
Notary Public in and for the State of Washington, residing at Stevenson.



SCHEDULE A

Produce Case (Transcontinental Refrigerator Co.)

Meat Case " "

I.B.M. Scale, Style 97 - Model 30

Meat Slicer - U.S. #533GC841

General Electric Freezer

Built-in Beer Cooler

Dayton Hobart Scale, Model 970, Ser. No. 2224083

R.C. Allen Cash Register

Kelvinator Pop Cooler

R.C. Allen Manual Adding Machine

4 Grocery Carts

1 Frigidaire Refrigerator

1 United Freezer

1 DeVillis Single Phas Compressor, RLS 1 H.P.

1 General Bar Refrigerator

1 Westinghouse _____

1 Westinghouse Combination Refrigerator-Freezer

Selectare Freezer Case owned by Carnation Dairy

(Value - \$200.00)

SCHEDULE A-1

All furniture and furnishings now present in the cabins located upon those premises which are the subject matter of this contract. Value - \$200.00

SCHEDULE A-2

Inventory: (Value - \$3,800.00)