

REAL AND PERSONAL PROPERTY CONTRACT

This REAL AND PERSONAL PROPERTY CONTRACT executed this date between KATHRYN F. VARNEY, a widow, hereinafter referred to as "Seller", and WILLIAM D. McDANIEL and LINDA K. McDANIEL, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington.

That portion of the East half of the East half of the West half of the Southwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, lying between the Washington River Road (formerly known as the Bowles Road) as said road is now located and the location of said road as it was existed prior to the year 1959, the tract hereinafter described containing one-quarter (1/4) acre, more or less.

TOGETHER WITH the 1959 HUSKAR 10' x 50' mobile home now installed on the property, Serial No. 50X541B0, and

TOGETHER WITH the water right appurtenant to said property and SUBJECT TO easements and reservations now appearing of record.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price for said property and mobile home is the sum of NINE THOUSAND SIX HUNDRED DOLLARS (\$9,600.00) of which Purchaser has paid to Seller the sum of One thousand dollars (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$8,600.00 shall be due and payable in monthly installments of ONE HUNDRED FIFTY DOLLARS (\$150.00), or more at Purchaser's option, commencing on June 1, 1974, and continuing on the same day of each month thereafter until the entire purchase price and interest ~~priced and interest~~ is paid in full. The declining balances of the purchase price shall bear interest from the date of this contract at the rate of eight percent (8%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of the Seller.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes on the property are paid to the date of this contract, and Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments hereafter levied on the property during the performance of this contract. Purchaser covenants at his expense to keep the mobile home and any other structures on the property continually insured against fire and extended coverage to the full insurable value of the same with proceeds of such insurance payable to the parties in interest regarding said property according to their respective interests therein. Such policies of insurance and the renewals of the same shall be delivered to Seller. In event of any insurable loss or damage and the payment of insurance proceeds to Seller, then any sums so

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paid thereby shall be credited upon the unpaid balance of this contract, except in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the necessary repairs occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the execution of this contract and thereafter while this contract is performed, except that Seller reserves the right to enter the property at all reasonable times for the inspection of the same concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior consent. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise, to the end that no liens for the same shall attach to said premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, taxes, insurance or other charges which in the opinion of Seller may attach as a lien to said premises, or if Purchaser shall fail to properly maintain or repair the premises or buildings thereon, then Seller may, at her election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at her election, add the amount thereof to the unpaid balance of this contract.

Legal title to the real estate and mobile home shall remain vested in Seller until the final payment and performance of this contract, and said mobile home or appurtenant structures shall not be removed from said real estate. Upon such final payment and performance of this contract Seller will execute and deliver to Purchaser a warranty deed in statutory form conveying the legal title to the real estate to Purchaser as above described but otherwise free of liens or encumbrances as of the date of this contract, and Seller shall not warrant against any liens or encumbrances incurred or suffered by Purchaser concerning the real estate or mobile home subsequent to the execution of this contract. That the Certificate of Title will be presently endorsed to show Purchaser as the registered owner thereof and Seller as legal owner or lien holder pursuant to the security provided in this instrument. Upon such final payment such certificate of title shall be delivered to Purchaser with Seller's said security interest thereon duly released by endorsement.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

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In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made to Purchaser by registered or certified United States mail, addressed to Purchaser at his last known mailing address.

IN WITNESS WHEREOF, the parties have executed this instrument this 16 day of April, 1974.

Kathryn F. Varney
Kathryn F. Varney

William D. McDaniel
William D. McDaniel

Linda K. McDaniel
Linda K. McDaniel

SELLER

PURCHASER

STATE OF WASHINGTON)
County of Clark) SS

On this day personally appeared before me KATHRYN F. VARNEY, WILLIAM D. McDANIEL and LINDA K. McDANIEL, 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 16 day of April, 1974.

[Signature]
Notary Public in and for the State
of Washington;
Residing at Camas, therein.

