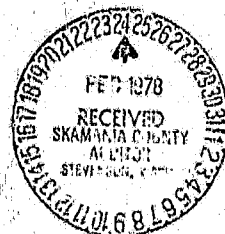


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BOOK 74 PAGE 331

CONDITIONAL SALES CONTRACT
AND REAL ESTATE CONTRACT



AMBRO JASPERS and LONNIE JASPERS, husband and wife,
hereinafter called "Sellers", hereby agree to sell, and DONALD L.
IRELAND, a single man, hereinafter called "Purchaser", agrees to
purchase upon the terms and conditions hereinafter contained, the
following described real property situated in Skamania County,
Washington, to-wit:

The South 21 feet of Lot 19,
Block 6, Stevenson, Town of
Stevenson, Skamania County,
Washington.

and the following described personal property, to-wit: Trade
name, goodwill and all fixtures now used in the operation of the
business known as "Ship, Captain and Crew", located in Stevenson,
Skamania County, Washington. A list of the personal property is
attached hereto and incorporated herein by reference as Exhibit
"A".

The purchase price for said real and personal property
shall be the sum of EIGHTY-FIVE THOUSAND and NO/100 (\$85,000.00)
DOLLARS, determined as follows:

Real Estate	\$35,000.00
Business, Trade Name and fixtures	\$50,000.00

The sum of FOURTEEN THOUSAND and FIVE HUNDRED and No/100
(\$14,500.00) DOLLARS has been paid on the business, trade name and

5561

- 1 -

Donald L. Ireland

fixtures and the unpaid balance of THIRTY-FIVE THOUSAND FIVE HUNDRED and NO/100 (\$35,500.00) DOLLARS shall bear interest at the rate of eight (8%) per cent per annum; that the sum of FIVE HUNDRED and NO/100 (\$500.00) DOLLARS or more shall be paid upon said contract upon the first of each and every month hereafter, commencing on the 1st day of February, 1977; payments so made shall be applied first upon interest and the balance thereof upon principal.

The sum of FIVE HUNDRED and No/100 (\$500.00) DOLLARS has been paid on the real estate and the unpaid balance of THIRTY-FOUR THOUSAND FIVE HUNDRED and No/100 (\$34,500.00) DOLLARS shall bear interest at the rate of eight (8%) per cent per annum; that the sum of THREE HUNDRED FIFTY and No/100 (\$350.00) DOLLARS or more shall be paid upon said contract upon the first of each and every month hereafter, commencing on the 1st day of February, 1977; payments so made shall be applied first upon interest and the balance thereof upon principal.

In addition to the above described real estate and equipment, the Purchasers shall pay at the time of closing, the wholesale price of all inventory in cash.

That Sellers will not supply title insurance until ten (10%) per cent of the purchase price has been paid on the real estate purchase.

All taxes and insurance and licenses will be pro-rated as of the date of closing.

Upon payment of the total purchase price, the Sellers shall make, execute and deliver to the Purchaser good and sufficient

warranty deed for said real property and a bill of sale to said personal property. Said warranty deed and bill of sale shall be subject to the terms and provisions hereof.

Purchaser shall go into the immediate possession of said real property and equipment and fixtures and any loss due to fire, destruction from any cause, or condemnation shall be borne by said Purchaser.

Purchaser shall pay before delinquency all taxes, both real and personal hereafter accruing or becoming due and payable after he shall take possession.

Purchaser will keep the property continuously insured by an insurer approved by the Sellers against fire, theft and other hazards designated at any time by Sellers, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Sellers, and will deliver the policies and receipts showing payment of premiums to the Sellers. In the event of loss, Sellers 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. Sellers shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

Purchaser shall keep and maintain the improvements upon said real property in a good and satisfactory state of repair and shall not permit undue depreciation or deterioration thereof and shall also keep and maintain the personal property in a satisfactory

state of repair; that should any of said personal property be replaced by property of a similar kind, the same shall become subject to the terms and provisions hereof.

Should the Washington State Liquor Control Board not approve transfer or re-issue of license now held by Sellers, the Purchaser may terminate the within agreement by giving notice thereof within three (3) days after notice of rejection.

Title to the personal property described above, together with all added or substituted equipment, parts, accessories and improvements thereto is retained by Sellers for security and will pass to the Purchasers when the purchase price has been paid in full.

Purchaser acknowledges delivery to and acceptance by him of the property described above, and that said goods are in good order.

Purchaser agrees that it is not necessary to file a bulk sales affidavit which reserves the right to pay any obligation which he may become liable for on account of the bulk sale affidavit procedure not having been followed. If suit is brought against Purchaser on this account, the defense shall be tendered to Sellers, who in any event, shall pay the costs including attorneys' fees of said defense. If judgment is rendered against Purchaser, on paying the same, he may deduct the amount of the judgment and expenses from the remaining balance herein.

Purchaser 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. Purchaser represents and agrees that the primary use of the property is and will be for business use.

Purchaser 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 Sellers.

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

Without the prior written consent of Sellers, Purchaser will not remove the property from the State of Washington, and Purchaser will not assign, sell nor lease the property or any interest therein.

Sellers are not required to, but may at their option, pay any tax, assessment, insurance premium, expense repair or other charges payable by Purchaser 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 Purchaser upon demand. The rights granted by this paragraph are not a waiver of any other rights of Sellers arising from breach of any of the covenants hereby by Purchaser.

This contract shall not be qualified or supplemental by course of dealing. No waiver or modification by Sellers of any of the terms or conditions hereof shall be effective unless in writing signed by Sellers. No waivers nor indulgence by Sellers as to any required performance by Purchaser shall constitute a waiver as to any subsequent required performance or other obligations of Purchaser hereunder.

It is understood between the parties hereto that the Sellers maintain a lease with the Vancouver Sign Company and that the Purchaser shall assume said lease in the amount of THIRTY and No/100 (\$30.00) DOLLARS per month, plus sales tax. The Purchaser hereby agrees to assume and pay said lease payments.

Time is of the essence in this contract 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 Purchaser herein or in any credit application or financial statement given by Purchaser to Sellers 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 Purchaser or against the property; or
- (e) If purchaser 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 the Purchaser 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 Purchaser; or
- (h) Dissolution or liquidation of the Purchaser; or
- (i) The Sellers deem themselves insecure,

then and in any of such events of default, the entire amount of the indebtedness secured hereby shall then or at any time thereafter, at

the option of Sellers, become immediately due and payable without notice or demand, and Sellers shall have an immediate right to pursue the remedies set forth in this contract.

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

- (a) Purchaser agrees to put Sellers in possession of the property upon demand; and
- (b) Sellers are 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 the Sellers, Purchaser will assemble the property and make it available to Sellers at a place designated by Sellers which is reasonably convenient to both parties; and
- (d) Purchaser 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) Purchaser agrees that any notice or other communication by Sellers to Purchaser shall be sent to the mailing address of the Purchaser last known to the Sellers; and
- (f) Purchaser agrees to pay on demand the amount of all expenses reasonably incurred by Sellers in protecting or realizing on the property. In the event that this contract or any obligation secured by it is referred to an attorney for protecting or defending the priority of Sellers' interest or for collection or realization procedures, Purchaser agrees to pay a reasonable attorneys' 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 Sellers dispose of the property, Purchaser agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

In the event of any payments on either the real estate or business purchase contract shall be ten (10) days late, there shall be a penalty charge of FIVE and No/100 (\$5.00) DOLLARS per day. A breach of either the business or real estate purchase contract shall constitute a breach of either contract.

The Purchaser acknowledges that he has had complete opportunity to and has, in fact, investigated the business and property hereby sold and that he is purchasing the same voluntarily relying upon his own judgment as to prospective volume, income and profits. This sale is based upon no representations other than as set forth and contained in this contract.

DATED this 12 day of January, 1976.

SELLERS:

Amro Jaspers
AMRO JASPERS

Bonnie Jaspers
BONNIE JASPERS

PURCHASER:

Donald L. Ireland
DONALD L. IRELAND

STATE OF WASHINGTON }
County of Clark } ss

On this day personally appeared before me
AMBRO JASPERS and BONNIE JASPERS, husband and wife, known to
me 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
11 day of November, 1976.

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

EXHIBIT "A"

One (1) Bar
 Twenty (20) Barstools
 One (1) Armwrestling table
 One (1) Muntz large screen television set
 One (1) Poker Cabinet
 One (1) Pokertable with eight (8) chairs
 Three (3) Compressors (one for walkin, one for
 keg cabinet, one for large beer case)
 One (1) Old fashioned Backbar
 One (1) Microwave (Sears)
 One (1) Double-shelf 220 V Pizza Oven
 One (1) 36" Electric Griddle with rangehead and fan
 One (1) Henny Penny gas-fired chicken fryer.
 One (1) Four compartment foodwarmer
 Miscellaneous dishes and utensils
 Two (2) Refrigerators
 One (1) Keg cabinet
 One (1) Beer case
 One (1) Freezer
 Eighteen (18) Chairs
 Eight (8) Tables
 One (1) Kirby vacuum cleaner
 One (1) Pong table
 One (1) Cash register
 One (1) Five compartment rinse sink

WITNESSETH THAT THE FOREGOING
 COPIES OF THE INSTRUMENT

ARE TRUE AND CORRECT COPIES OF THE INSTRUMENT

INSTRUMENT, AND THAT THE INSTRUMENT

WAS FILED FOR RECORD IN THE

OFFICE OF THE CLERK OF THE DISTRICT COURT

OF THE DISTRICT OF COLUMBIA, THIS

DAY OF MARCH, 1964.

AT WASHINGTON, D.C.

CLERK OF THE DISTRICT COURT

DEPUTY CLERK

NOTARY PUBLIC

NOTARY PUBLIC

