

BOOK 75 PAGE 29

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32 Contract - 1

2. PURCHASE PRICE AND PAYMENTS: The total consideration for this purchase is the sum of \$123,000.00, it being specifically agreed that \$33,000.00 of said purchase price is for the purchase of the personal property described in Schedule "A" attached hereto, said purchase price to be paid as follows:

A downpayment of \$5,000.00 to be paid to the Sellers upon the execution of this contract.

The balance due of \$118,000.00 shall be paid at the rate of \$949.47 per month commencing June 10, 1978, until paid in full, said payments to include interest at the rate of 8% per annum.

The parties specifically agree that the purchasers shall not have the right to accelerate payments or pay off the balance due in full until ten (10) years after the date of the execution of this contract.

3. BUYERS' COVENANTS: Buyers covenant and agree as follows:

a. To make the payments above mentioned in the manner and on the dates named.

b. To keep the improvements on said real estate and all personal property constantly insured against loss by fire to the full insurable value thereof with loss payable to Sellers and Buyers as their respective interest may appear, and upon demand to deliver said policies to Sellers.

c. To assume all hazards of damage to, or destruction of any of said real or personal property and of the taking and damaging thereof for public use and agree to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvements thereon by fire, or from any other cause.

d. To make or permit no unlawful or offensive or improper use of said property or any part thereof.

e. To permit the Sellers or their agents to enter into or upon the said property at any reasonable time or inspect the same.

f. To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this contract.

g. Not to permit or suffer any part of said property to become subject to any assessments, liens, charges or encumbrances whatsoever having to taking precedence over the rights of the Sellers in and to said property.

Contract - 2

5936  
 No. 5936  
 TELESACTION EXCISE TAX  
 JUN 26 1978  
 Amount Paid \$900.00  
 Shasta County Treasurer  
 By *Barbara J. [Signature]*

GARVER & LEINEN  
 ATTORNEYS AT LAW  
 P. O. BOX 1001  
 SUITE 201 700 N. POUNTH AVENUE  
 CAMAS, WASHINGTON 98607

h. It is agreed that no assignment or contract for assignment of this contract and/or no contract by Buyers to sell the subject thereof shall be valid unless the same shall be consented to by the Sellers in writing.

i. EVENTS OF DEFAULT: The occurrence of any of the following shall, at the option of Sellers, and without notice or demand on Buyers, constitute an event of default hereunder:

1. Failure of Buyers to make full payments of any installment hereunder within 20 days of its due date;

2. Failure of Buyers to observe or perform any of Buyers obligations hereunder;

3. Buyers becoming insolvent or being adjudicated bankrupts or making an assignment for the benefit of creditors;

4. Institution by or against the Buyers of any bankruptcy, insolvency, reorganization, arrangement, debt adjustment or liquidation proceedings.

5. REMEDIES:

a. As to Real Estate: Upon the occurrence of any event of default, the Sellers shall have the right to declare this Agreement null and void, and in such event, all of the Buyers' rights and interest in and to said real estate derived under this Agreement, shall utterly cease and determine, and said real estate shall revert to and revest in Sellers, without any declaration of forfeiture, or act of re-entry, or without any other act by the Sellers to be performed, and without the right of Buyers of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this Agreement had not been made.

b. As to Personal Property: Upon the occurrence of any event of default, Sellers may, at their option and without demand or notice, declare the unpaid balance on this contract due and payable and immediately. In such event, the Sellers may exercise all rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington or any other applicable law.

6. CONVEYANCES: When the Buyers shall have paid the several sums of money mentioned above and have paid the balance of the contract price in full with interest, then the Sellers will execute and deliver to the Buyers a Warranty Deed conveying the real estate described above to the Buyers free and clear of all encumbrances except those mentioned herein. At said time Sellers shall also execute and deliver to the Buyers a Bill of Sale with the usual warranties of title conveying to the Buyers all of the fixtures and equipment herein contracted to be sold to Buyers, subject only to the liens and encumbrances mentioned herein.

Buyers hereby acknowledge that Sellers have ordered a Purchaser's Policy of Title Insurance insuring their interest in and to said real property as of the date of this Agreement and that upon the delivery of said policy to Buyers, Sellers shall have no further obligation to insure Buyers' title.

Contract - 3



1 7. REPRESENTATION: Buyers have inspected the premises,  
 2 fixtures, business and business records sold herein and have found  
 3 the same to be as represented, and they agree that no promises,  
 4 representations, statements or warranties expressed or implied  
 5 shall be binding on the Sellers unless expressly contained herein.  
 6 Buyers expressly state that they have placed no reliance whatever  
 7 upon any representations other than those contained herein.

8 8. PARTIES BOUND: This Contract shall bind the heirs,  
 9 executors, administrators and assigns of the respective parties  
 10 hereto.

11 9. WAIVERS: No assent, expressed or implied, by Sellers  
 12 to any breach of Buyers' covenants or agreements shall be deemed  
 13 to be a waiver of any succeeding breach of the same or other  
 14 covenants.

15 10. COSTS: In the event Sellers retain an attorney to enforce  
 16 any provision of this contract, or to have the same forfeited, as  
 17 above provided, Buyers agree to pay to Sellers such sums as the  
 18 Court in any such action declares to be reasonable as attorneys' fees  
 19 and costs.

20 IN WITNESS WHEREOF, we have hereunto set our hands and seals  
 21 the day and year first above written.

22 OMAR H. RHODE  
 23 OMAR H. RHODE, Seller

24 Robert A. Rhode  
 25 Robert A. Rhode, Buyer

26 DELORES J. RHODE  
 27 DELORES J. RHODE, Seller

28 MARJORIE F. RHODE  
 29 MARJORIE F. RHODE, Buyer

30 STATE OF WASHINGTON )  
 31 ) SS.  
 32 COUNTY OF CLARK )

33 On this day personally appeared before me OMAR H. RHODE and  
 34 DELORES J. RHODE, husband and wife, and ROBERT A. RHODE and  
 35 MARJORIE F. RHODE, husband and wife, to me known to be the  
 36 individuals described in and who executed the within and foregoing  
 37 instrument and acknowledged that they signed the same as their  
 38 free and voluntary act and deed, for the uses and purposes therein  
 39 mentioned.

40 GIVEN under my hand and official seal this May day of  
 41 May, 1978.

42 Notary Public  
 43 NOTARY PUBLIC in and for the State  
 44 of Washington, residing at Washougal

## SCHEDULE "A"

- 1 1 Leer Block Machine  
 2 1 Whirlpool Ice Cube Machine  
 3 1 Cold Draft Cube Machine  
 4 1 Ice Vender  
 5 2 Washing Machines  
 6 2 Clothes Dryers  
 7 1 1959 ABC Mobile Home, Lic. #WO4207, Serial #12406  
 8 Title #682350002608  
 9 1 1970 Buddy Mobile Home Lic. #V54988, Serial #BI292D  
 9 Title #7112704502780  
 10 1 1963 Skyline Mobile Home, Lic. #W31699, Serial #1872  
 11 Title #7104907403715  
 12 1 New Moon Mobile Home, Lic. 84147, Serial #181725  
 12 Title #7606803303934  
 13 Various plumbing supplies  
 14 various electrical supplies  
 15 various gardening tools

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Seaside, California, this 25th day of March, 1968.

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT OF DEED WAS FILED BY \_\_\_\_\_

the County Clerk  
Seaside, California  
702 P.M. June 11, 1968  
RECORDED IN BOOK 25

Seaside AT PAGE 29

CLERK OF SEASIDE COUNTY, CALIF.

E. J. Todd  
 COUNTY AUDITOR

W. J. Wacker

