

Until a Change is Requested, All Tax Statements Shall Be Sent To The Following Address:

Mr. & Mrs. Lee Allen Blodgett  
Post Office Box 268  
Carson, Washington 98610

CONTRACT FOR THE SALE OF REAL PROPERTY  
 AND MOBILE HOMES

THIS AGREEMENT, made this 26<sup>th</sup> day of February, 1980, by ROBERT D. TUGGLE and PATRICIA J. TUGGLE, husband and wife, herein jointly called "seller," and LEE ALLEN BLODGETT and SUSAN CAROL BLODGETT, husband and wife, herein jointly called "purchaser,"

W I T N E S S E T H :

Seller agrees to sell to purchaser and purchaser agrees to purchase that certain land, and all improvements thereon, specifically including the two mobile homes situated thereon, all as described on "Description Sheet," attached hereto and incorporated herein by this reference as though fully set out hereat.

The purchase price of the property, which purchaser agrees to pay, shall be the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), payable as follows:

(a) The sum of FIVE THOUSAND DOLLARS (\$5,000.00), which is paid upon the execution hereof.

(b) The remaining balance of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) shall be paid in monthly installments of SEVEN HUNDRED TWENTY DOLLARS THREE CENTS (\$720.03), including interest at the rate of twelve percent (12%) per annum on the unpaid balances, from and after the 26th day of February, 1980, the first of such installments to be paid on the 1st day of April, 1980, and subsequent installments to be paid on or before the 1st day of each and every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

(c) In addition to the above set forth monthly payments, purchaser shall pay to seller a lump sum payment of principal in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) on July 15, 1980.

Purchaser shall have the privilege of increasing any installment payment or prepaying the whole consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse purchaser from making the regular installment payments provided for in this agreement.

In the event purchaser fails to pay, when due, any amounts required of purchaser to be paid hereunder, seller may pay any or all such amounts. If seller makes any such payments, the amounts thereof shall be added to the purchase price of the property on the date such payments are made by seller and such amounts shall bear interest at the same rate as provided above.

All real property taxes and irrigation water charges levied against the above described property for the current tax year and all taxes levied against the above described two mobile homes for the current tax year shall be prorated between seller and purchaser as of February 26, 1980. Purchaser agrees to pay when due all taxes which are hereafter levied against the property, including the two mobile homes, and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

Purchaser agrees to keep the buildings, specifically including the two mobile homes, on said premises insured against loss by fire or other casualty in an amount not less than their full insurable value, with loss payable to the parties hereto as their interests appear at the time of loss. Priority in payment of any amount received under the insurance for such loss shall be to seller unless purchaser shall choose to use such payment to repair or replace the loss. If said payment is not used by purchaser to repair or replace, it shall be applied upon the unpaid balance of the purchase price and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by seller. All uninsured loss shall be borne by purchaser on or after the date purchaser becomes entitled to possession. Purchaser agrees to deliver promptly upon issue certificate of title all policies of insurance to seller who will retain possession thereof until the entire purchase price is paid.

Purchaser shall be entitled to possession of the premises as of the 26th day of February, 1980.

Purchaser agrees that all improvements, specifically including the two mobile homes, now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of seller. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair. Purchaser shall not otherwise make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of seller.

The 1977 Mt Goldenstate double-wide mobile home and the 1972 Westwood single-wide mobile home described on the "Description Sheet" attached hereto are situated on the within conveyed real property. The said mobile homes are presently taxed, under current Washington law, by Skamania County in lieu of licensing. At such time as the remaining balance due on this contract, including all accrued interest, has been paid in full, seller shall deliver to purchaser a Department of Motor Vehicles certificate of title to said mobile homes endorsed off by the seller, along with a Bill of Sale conveying the mobile homes to purchaser. It is mutually agreed that during the term of this contract, said mobile homes shall not be removed from the herein conveyed real property, without the prior written consent of the seller. Prior to that time, as between the parties hereto, it is agreed that all of the remedies set forth in this contract shall be applicable to said mobile homes to the same extent as though they were a part of the real property, and as between the parties hereto, in connection with such remedies, they shall be deemed a part of the real property as if they were an attached structure. In addition, seller shall have all of the remedies provided by law under the Uniform Commercial Code as applicable to personal property should seller need to rely upon such remedies.

ANNALA, LOCKWOOD, CAREY & HULL

ATTORNEYS AT LAW  
P. O. BOX 100  
HOOD RIVER, OREGON 97113  
TELEPHONE 338

Prior to payment in full of this contract, title to the mobile home shall be retained by seller and seller shall be registered thereon as lien holder.

Upon payment of the entire purchase price for the property as provided herein, and performance by purchaser of all other terms, conditions and provisions hereof, seller shall deliver an owner's title insurance policy in the amount of the purchase price of the real property insuring purchaser that purchaser has a marketable title, free and clear of liens and encumbrances, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record, liens and encumbrances specified, if any, and liens and encumbrances placed upon the property or suffered by purchaser subsequent to the date of this agreement.

Seller covenants that seller is the owner of the above described property free of all encumbrances except as set forth herein.

Upon payment of the entire purchase price for the property, as provided herein, and performance by purchaser of all other terms, conditions and provisions hereof, seller shall forthwith execute and deliver to purchaser a Warranty Deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by purchaser subsequent to the date of this agreement.

Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. A thirty (30) day notice of intent to declare a forfeiture shall be made by seller in writing. Within the thirty (30) day period, the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney's fees incurred by seller.

If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney's fees, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

Service of all demands or notices pursuant to this contract may be made by certified mail, and regular mail, postage prepaid, directed to the purchaser at Post Office Box 268, Carson, Washington 98610, and to the seller at \_\_\_\_\_.

The time specified in any notice shall commence to run from the date of the postmark.

ANNALA, LOCKWIGLID, LANEY & RUIB  
ATTORNEYS AT LAW  
WOOD RIVER, OREGON 97131  
TEL: 462-2801-18

In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a thirty (30) day notice of intent to accelerate shall be made by seller in writing. Within the thirty (30) day period, the purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney's fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

Purchaser certifies that this contract of purchase is accepted and executed on the basis of purchaser's own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence purchaser's judgment; that no representations as to the condition or repair of said premises have been made by seller or by any agent of seller; that no agreement or promise to alter, repair, or improve said premises has been made by seller or by any agent of seller; and that purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement. Purchaser acknowledges that there have been no representations made by seller or seller's agents as to the zoning which is presently on the above described property and that no representations have been made as to the uses which are allowable for this property.

Purchaser has been informed and hereby acknowledges that the firm of Annala, Carey & Hull is attorney for the seller and is not in any manner representing the interest of purchaser or giving legal advice to purchaser in connection with this contract of sale.

Failure by seller at any time to require performance by purchaser of any of the provisions hereof shall in no way affect seller's rights hereunder to enforce the same, nor shall any waiver by seller of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

Any assignment by purchaser of this agreement, or any or all of purchaser's rights hereunder, and any lease by purchaser of said property, or any part thereof, shall be inoperative and void, unless seller shall assent thereto in writing, and such assent shall not be unreasonably withheld. Any such act or attempted act shall be deemed to be a material breach of this contract entitling seller to elect any remedy provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

SELLER: Robert H. Tuggle  
Robert D. Tuggle

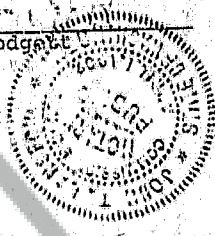
Patricia J. Tuggle  
Patricia J. Tuggle

ANNALA, LOCKWOOD, CAREY & HULL  
ATTORNEYS AT LAW  
116 S. 11th St.  
Mobile, Alabama 36684-1000  
Telephone 850-831-1111

PURCHASER:

Lee Allen Blodgett

Susan Carol Blodgett



STATE OF OREGON )  
County of Hood River ) ss.

BE IT REMEMBERED that on this 8 day of March, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT D. TUGGLE and PATRICIA J. TUGGLE, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

John T. Treadwell  
Notary Public for Oregon  
My Commission Expires: 11/1/80

No. 7277  
TRANSACTION EXCISE TAX

MAR 17 1980  
Amount Paid \$ 221.50 363 20 AM  
Sageonia County Tax

ANNALA, LOCKWOOD, CAREY & HULL  
ATTORNEYS AT LAW  
HOOD RIVER, OREGON 97031  
TELEPHONE 338-1871

## DESCRIPTION SHEET

Tuggle - Blodgett -- Contract

REAL PROPERTY DESCRIPTION:

A parcel of property in the Southeast quarter of the Southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Southwest corner of Lot 5 of CARSON VALLEY II, recorded in Book A of Plats at page 55, Records of Skamania County, Washington; thence North 88° 54' 40" West 256 feet; thence North 00° 00' 04" West 188 feet; thence South 88° 54' 40" East 256 feet; thence South 00° 00' 04" East 188 feet to the point of beginning.

## SUBJECT TO:

1. Pro rata portion of 1980 taxes.
2. Easements and rights of way for public roads.
3. An easement for a ground water drainage ditch over and across the West 15 feet of the above described real property.

MOBILE HOME AND PERSONAL PROPERTY DESCRIPTION:

ALSO INCLUDED as a portion of this contract sale are the following mobile homes and personal property presently situated upon the above described real property:

- 1 - 1977 Kit Goldenstate Double-Wide Mobile Home, 28' x 70'
- 1 - 1972 Westwood Single-Wide Mobile Home, 12' x 55'
- 1 - Metal Implement Shed