

92997

REAL AND PERSONAL PROPERTY CONTRACT

This REAL AND PERSONAL PROPERTY CONTRACT executed this date between ROBERT A. RHODE and MARJORIE F. RHODE, husband and wife, hereinafter referred to as "Seller", and CLAYTON L. ANDERSON and DONNA R. ANDERSON, 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:

A tract of land located in the Northwest quarter of the Northeast quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, more particularly described as follows:

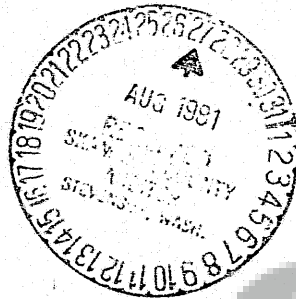
BEGINNING at a point South 534 feet and East 787.43 feet from the quarter corner on the North line of said Section 35; thence North 77°57' West 190 feet more or less, to the Southerly right of way line of Primary State Highway No. 8; thence Easterly along the Southerly line of said highway to the center line of the channel change of Woodard Creek as described in deed to the Spokane, Portland and Seattle Railway Company dated July 28, 1909, and recorded at page 492 of Book "L" of Deeds, records of Skamania County, Washington; thence following the center line of said channel change of Woodard Creek in a Southeasterly direction to intersection with the East line of the Northwest quarter of the Northeast quarter of the said Section 35; thence South to the Northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence Westerly 435 feet, more or less, along said Northerly right of way line to a point South 01°02' West 285.6 feet from the point of beginning; thence North 01°02' East 285.6 feet to the point of beginning.

EXCEPT that portion thereof conveyed by the aforesaid deed dated July 18, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

TOGETHER WITH and SUBJECT TO all water rights and water pipelines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux, to William L. Payment, et ux, recorded in Book 29, at page 125, records of Skamania County, Washington.

SUBJECT TO easement for telephone line system as reflected in instrument recorded under Auditor's File No. 84859, records of Skamania County, Washington, and easements and rights of way for public roads over and across such real property.

TOGETHER WITH those items of personal property now situated upon said premises as described in Exhibit "A" attached hereto and made a part hereof.



MILLER & LAHMANN  
ATTORNEYS AT LAW  
335 N.E. 5TH AVE.

CAMAS, WASHINGTON 98607  
AREA CODE 200 - TELEPHONE 831-3502

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

1. CONSIDERATION AND PAYMENT: The total purchase and sale price for the aforesaid real and personal property is the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$274,000.00), of which Purchaser has paid to Seller the sum of FIFTY-ONE THOUSAND SIX HUNDRED SIXTY-FOUR AND 36/100 DOLLARS (\$51,664.36) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the sum of \$222,335.64 shall be due and payable in monthly installments of TWO THOUSAND FORTY-TWO AND 30/100 DOLLARS (\$2,042.30), or more at Purchaser's option, commencing on September 10, 1981, and continuing on the same day of each month thereafter until the entire principal balance and interest is paid in full, PROVIDED HOWEVER, that Purchaser shall not accelerate the payments herein nor pre-pay all or any part of the balance due hereon prior to the tenth (10th) anniversary date of this contract. The declining balances of the purchase price shall bear interest from the 1st day of August, 1981 at the rate of ten percent (10%) 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. Each monthly installments shall be made to Heritage Bank, Camas, Washington, for credit to Seller's account.

2. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes, the personal property taxes, and all assessments against the property are paid through the calendar year 1980. Such real and personal property taxes for the current year shall be prorated between the parties as of the 1st day of August, 1981. Purchaser covenants to seasonably pay all such real and personal property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further agrees during the performance of this contract to keep the mobile homes and any other structures on the property continually insured at Purchaser's expense against fire and extended coverage to the full insurable value of the same, with proceeds of such insurance payable to the parties and Seller's contract vendor as their interests shall appear. Such policies of insurance and any renewals of the same shall be delivered to Seller. In the event of an insurable loss and the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this contract, except that in the event of a partial loss, the proceeds of the insurance shall, at Purchaser's election, be applied to the expenses of repair occasioned by such partial loss.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real and personal 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.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the 1st day of August, 1981, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to



commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent. Purchaser further covenants to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or its improvements, then Seller may, at his 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 his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the above described mobile homes shall be transferred to Purchaser upon the execution of this contract. Legal title to the real property shall remain vested in Seller until the final payment and performance of this contract. Upon the complete payment and performance of this contract, Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the real property as herein described and otherwise free of all liens and encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of a default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of 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 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 covenants or of any future breach of any term of this contract.

In event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to 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 by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS:

(a) Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price attributable to the

real property herein insuring Purchaser's interest in said real property.

(b) It is acknowledged that Seller is presently acquiring the within property by executory real estate contract from Omar H. Rhode, et ux, and Seller covenants to make all payments required by said contract to the end that the property herein will be conveyed upon the final payment and performance of this contract free of the lien of such prior contract. In the event Seller shall fail or neglect to make any such payments, then Purchaser shall be privileged, at Purchaser's option, to pay the same and any payments so made by Purchaser shall be credited upon the installment next coming due pursuant to this contract.

(c) The interest of Purchaser in the within contract shall not be assigned or otherwise transferred nor shall Purchaser contract to sell the within described property without the prior written consent of Seller.

(d) Purchaser agrees to maintain a personal property inventory of the type and nature specified on Exhibit "A" attached hereto during the performance of this contract of a value of not less than the amount assigned herein to such personal property. Purchaser shall, however, be privileged to sell, repair, replace or otherwise deal in such personal property as may be appropriate provided the net value thereof remains as aforesaid.

(e) It is mutually agreed between the parties that the total purchase price above stated shall be allocated as follows:

Personal property listed on Exhibit "A",  
\$60,000.00,

Royal Lancer mobile home with additions,  
\$50,000.00,

Real property \$164,000.00.

IN WITNESS WHEREOF, the parties have executed this instrument this 28 day of July, 1981.

Robert A. Rhode  
Robert A. Rhode

Marjorie F. Rhode  
Marjorie F. Rhode

S E L L E R

Clayton L. Anderson  
Clayton L. Anderson

Donna R. Anderson  
Donna R. Anderson

P U R C H A S E R

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

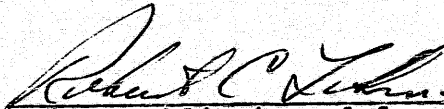
On this day personally appeared before me ROBERT A. RHODE, MARJORIE F. RHODE, CLAYTON L. ANDERSON and DONNA R. ANDERSON, to

ROLL 091981A  
MARRIAGE APPLICATIONS  
DAILY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS



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.

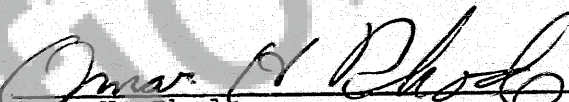
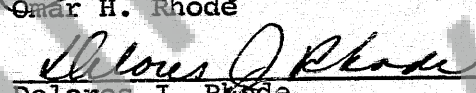
GIVEN under my hand and official seal this 28 day of July, 1981.

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

C O N S E N T

The undersigned, being the contract vendors of Seller herein on the above contract, hereby consent and agree to the within transaction.

DATED this 28 day of July, 1981.

  
Omar H. Rhode  
  
Delores J. Rhode

No. ....  
**TRANSACTION EXCISE TAX**

AUG 27 1981  
Amount Paid 1640.00 plus  
Mobile Home 4500.00  
Skamania County Treasurer  
By M. L. ... Cornwall Dep

EXHIBIT "A"

- 1 1963 Skyline Mobile Home, Serial No. 1872
- 1 1970 Buddy Mobile Home, Serial No. BY292D
- 1 1972 New Moon Mobile Home, Serial No. 181725
- 1 1959 ABC Mobile Home, Serial No. 12406
- 1 1969 Olympia Mobile Home, Serial No. 9975
- 1 1971 Broodwood Mobile Home, Serial No. 2761
- 1 Leer Block Machine
- 1 Set, advertising truck signs
- 2 Whirlpool icecube machines
- 1 Cold draft cube machine
- 1 Scottsman ice cuber
- 1 Ice vendor
- 3 Speedqueen washing machines
- 4 Speedqueen clothes drying machines
- Various plumbing and electrical supplies
- Various garden and lawn tools
- 1 Chest 8 freezer
- Various nuts, bolts, screws, nails, paints and repair supplies
- Pool table, tennis table and booth and miscellaneous tables

92997

STATE OF WASHINGTON) SS.  
COUNTY OF SNOHOMISH)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF MORTGAGE IS

Shirley C. Little Co.  
OF Stonewall, Va.

2:50 8-27-81

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SH

See Manager

E. M. J. J.

DEPUTY

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