

CONDITIONAL SALES CONTRACT BY ASSIGNMENT

This agreement made and entered into this 14th day of April, 1982, by and between MICHAEL R. DUDLEY, hereinafter known as Assignor, and CHARLES CRAWFORD, hereinafter known as Assignee,

WITNESSETH:

The Assignor agrees to sell to the Assignee, and the Assignee agrees to purchase from the Assignor, a 1979 Ridge-way mobile home, title no. 7919400966, on the terms and conditions as follows:

The total purchase price shall be FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$47,500), and on which there is no down payment required of the Purchaser. The Purchaser herein agrees to pay the first and last month's payments herein in advance and which payments shall be the sum of THREE HUNDRED TWENTY FIVE and NO/100 DOLLARS (\$325.00) per month, unto the RAINIER NATIONAL BANK of White Salmon, Washington, to the Seller's order, and from the \$325 per month payments as herein specified, the Purchaser agrees with the Seller that the Seller shall withhold three percent (3%) thereof and therefrom shall be directly responsible for all interest, insurance and tax payments thereupon.

It is understood and agreed between the parties hereto that said property is situate upon certain real estate hereon of which the Seller has simultaneously executed his assignment of said lease agreement, and that it is specifically understood herein that in the event of default by the Purchaser to any monthly payments, the said Purchaser shall forfeit to Seller any and all improvements of any nature, kind or description on and to said real estate or mobile home.

The Purchaser hereto recognizes and agrees that the Seller herein is purchasing this certain mobile home from RAINIER NATIONAL BANK of White Salmon, Washington, under an instrument

1 agreement that the parties agree to maintain as to personal
2 liability on the original installment loan agreement and the Seller
3 will hold the said Purchaser herein harmless thereby.

4 PROVIDED, FURTHER, hereunder that the Purchaser agrees that
5 at the termination of thirty (30) months of payments hereunder,
6 he will cause this conditional sales contract to be accelerated
7 in all respects to payments thereunder due to Seller and further
8 herein agrees to fully pay, cash out, and retire this contract in
9 full.

10 It is agreed herein that the first and last payments due
11 hereunder shall be made immediately and forthwith, on or before,
12 but no later than, the 1st day of May, 1982, and thereafter the
13 sum shall become due on the 10th day of each and every month
14 thereafter. No grace period herein and no oral agreement shall be
15 made in contravention of this agreement except as hereinafter
16 provided in writing.

17 The Purchaser herein agrees that he shall not remove the
18 above-described property from within Skamania County, Washington,
19 until the entire purchase price shall have been paid in full,
20 and the Purchaser herein agrees that he shall cause a copy of this
21 agreement to be filed in the Office of the Skamania County Auditor
22 State of Washington.

23 Title to the said described personal property shall remain in
24 the Seller until the entire purchase price is paid in full, and at
25 such time the Seller shall deliver a Bill of Sale to the Purchaser.

26 The Purchaser shall not sell, pledge or mortgage or attempt
27 to sell, pledge or mortgage the herein personal property without
28 the prior written consent of the Seller.

29 Any injury, loss or destruction of the property after delivery
30 to the Purchaser shall not release the Purchaser from his obliga-
31 tion to pay the purchase price.

32 The Seller shall have the right to assign this agreement, and

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1 in the event of the assignment, the Assignee shall have all of
2 the rights of the Seller.

3 The Purchaser shall have the right to retain possession of
4 the above-described property so long as he shall not be in default
5 hereunder.

6 On default of Purchaser in the payment of any installment or
7 on a breach of any agreement of Purchaser herein, the entire price
8 at that time remaining due and unpaid shall, at Seller's option,
9 without notice, become immediately due and payable and that in the
10 event of such breach the Seller herein may add 13% percent interest
11 on the unpaid balance at the time of said breach in addition to
12 any other interest that may be stated aforesaid.

13 On default by Purchaser in the payment of any installment of
14 the price, or in the performance of any term or condition imposed
15 on him herein, Seller may, without notice, take immediate
16 possession of said property as Seller's own individual and sole
17 property, free and clear of any claim by Purchaser, and retain any
18 and all payments made as liquidated damages for the use by
19 Purchaser and for depreciation and for the expense to Seller of
20 taking possession of said property; or Seller, without notice, may
21 take possession of said property and sell same without notice,
22 in which case the proceeds of sale shall be applied on the unpaid
23 balance of the price and expenses to Seller of taking possession,
24 storage and resale.

25 The Purchaser herein agrees that he shall, until the entire
26 purchase price shall have been paid in full, undertake all costs
27 of repairs, ordinary or extraordinary, and shall be liable for
28 all damages sustained to the said personal property.

29 It is agreed herein that the Purchaser shall maintain all
30 costs of licenses, or any other levies which may be assessed
31 against the subject property of this contract.

32 This agreement shall be binding on the heirs, assigns,

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1 administrators and successors of the parties hereto.

2 It is specifically understood and agreed herein that coinci-
3 dent with this contract which calls for the payment of \$325.00
4 per month, shall be inclusive of that certain Assignment of Lease
5 agreement executed coincident herewith, and that the Assignee,
6 CHARLES CRAWFORD, shall not be bound to pay more than \$325.00 per
7 month for the 1979 Ridgeway mobile home, to and including the
8 lease payment herein.

9 IN WITNESS WHEREOF, the parties hereto have set their hands
10 and seals this 14th day of April, 1982.

11
12 *Michael R. Dudley*
13 MICHAEL R. DUDLEY

14
15 *Charles A. Crawford*
16 CHARLES CRAWFORD

17 STATE OF WASHINGTON)

ss

18 County of Klickitat)

19 On this day personally appeared before me MICHAEL R. DUDLEY
20 and CHARLES CRAWFORD, to me known to be the individuals described
21 in, and who executed the within and foregoing instrument, and
22 acknowledged that they signed the same as their free and voluntary
23 act and deed, for the uses and purposes therein mentioned.

24 GIVEN under my hand and official seal this 14th day of April,
25 1982.

26
27 *Michael R. Dudley*
28 Notary Public for Washington
29 residing at White Salmon, therein.

30
31
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