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PETURN ADDRESS: Dwght SNowden P8 BOX 777 CACSON WA 98610

S Dwight Snowden 123 4 1201 Pil 197

GARY H. OLSOH

BOOK 163 PAGES!

Please Print or Type Information. Document Title(s) or transactions contained therein: 1. Consent to Sell GRANTOR(S) (Last name, first, then first name and initials) 1. Cloe, Fred [] Additional Names on page of document. GRANTEE(S) (Last name, first, then first name and initials) SNOWDEN, JAMES & Potti [] Additional Names on page of document. LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)
S. W. YH of S. E. Ky Section, 20, Township, 3 North
Range 8 East [] Complete legal on page of document. REFERENCE NUMBER(S) Of Documents assigned or released: [] Additional numbers on page __ of document. ASSESSOR'S PROPERTY TAX PARCEUACCOUNT NUMBER [] Property Tax Parcel ID is not yet assigned. 3-8-20-3-4-700 Additional parce! #'s on page of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read

the document to verify the accuracy or completeness of the indexing information.

BOOK 163 PAGE 52

HAND DELIVERED

Mr. James M. Snowden Mrs. Patti E. Snowden Carson, Washington 98610

Dear Jim & Patti:

As we all know, I hold your note secured by a first trust deed both dated in January of 1991. The security for the trust deed is a tract of land located in Skamania County, Washington, the legal description of which is as follows:

> A tract of land in the Southwest quarter of the Southeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Beginning at a point 66 rods North of the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 20; thence West 24 rods, thence North 20 rods, thence East 24 rods, thence South 20 rods to the point of beginning.

According to my trust deed, you are not to sell the real property without my written consent. You have asked for my written consent, which will permit you to sell the real property to Dwight Snowden and Catherine Snowden. I understand that they will be taking over the operation of the Columbia Gorge Motel and that they wish to purchase the real property on a land sale contract. You have my consent to make this sale. It must be understood that you continue to be liable to me on the note and that I continue to hold a first lien on the land and buildings.

Very truly yours,

Fred L. Cloe

REAL ESTATE EXCISE TAX

18648

MAR - 4 1997

PAID 3328.00

In Severy Digute SKAMANIA COUNTY TREASURER Note: Fred Clackes authorized attenue.

This sale on Mr. Clack behalf-

- (c) The sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) by making payment to Fred L. Cloe and Lori M. Cloe, husband and wife, in accordance with a promissory note of the sellers herein payable to the said Cloes dated November 25, 1992. The principal balance of said debt is SIXTEEN THOUSAND DOLLARS (\$16,000.00). The annual rate of interest is twelve percent (12%) per annum. Monthly payments of interest only are due thereon in the amount of ONE HUNDRED SIXTY DOLLARS (\$160.00) with the next monthly payment of interest being due March 1, 1997. Said note is overdue and is upon oral extension with a present due date of July 1, 1997 at which time the entire principal balance shall be due and payable. Purchasers do hereby assume and agree to pay said note.
- FIFTEEN THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$15,273.00), which shall be paid to Frank Sweeney on account of that certain promissory note of the sellers herein dated December 30, 1996 in the foregoing commencing amount. Said promissory note is unsecured, but a portion of a preceding note which was renewed by the current note was secured by a second trust deed, which is a lien on the property hereby conveyed. Said note carries interest at the rate of eleven percent (11%) per annum and requires monthly payments of interest only in the amount of ONE HUNDRED FORTY DOLLARS (\$140.00). The next monthly payment is due March 1, 1997. Said note matures and is payable in full on December 30, 1998. The former note, which has been renewed by the current note, was secured by that second trust deed including the terms and provisions thereof executed by James Snowden and Patti Snowden, husband and wife as grantor, to the First American Title Insurance Company, as trustee for Karl G. Kment, as beneficiary, dated May 20, 1994, Recorded May 20, 1994, in Book 143, page 264-265, Auditor's File No. 119476, Skamania County Mortgage Records, Skamania County, Washington, given to secure the payment of \$10,150.00. Beneficiaries interest therein was thereafter assigned by Karl G. Kment to Frank Sweeney by Assignment of Beneficiary, dated and recorded July 6, 1994, in Book 144, page 321. Auditor's File No. 119907, Skamania County Mortgage Records, of Skamania County, Washington. The purchasers herein do hereby assume and agree to pay the above-described debt.
- (e) The remaining balance of ONE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$131,727.00) shall be paid in monthly installments of THIRTEEN HUNDRED THIRTY-NINE DOLLARS EIGHTY-NINE CENTS (\$1339.89), including interest at the rate of eleven percent (11%) per annum on the unpaid balances, from and after the 1st day of February, 1997, the first of such installments to be paid on the 1st day of March, 1997, 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.

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.

LA, CAREY, VANKOTEN & BAKER, PC ATTORNEYS AT LAW PO, BOX 235 HOOD RIVE, OFFICION 97031 TELEPHONE (64.) 386-181

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In the event purchaser fails to pay, when due, any amounts required of purchaser to be paid hereunder, other than contract installments set forth in payment paragraph (e), 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 personal property taxes levied against the above described real and personal property for the current tax year shall be prorated between seller and purchaser as of the 1st day of February, 1997. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

Purchaser agrees to keep the buildings located on said premises insured against loss by fire, or other casualty in an amount not less than \$170,000.00 their full insurable value and the personal property insured in an amount not less than its full insurable value, with loss payable to the parties hereto, as their interests appear at the time of loss with priority in payment to seller. Any amount received by seller under the insurance in payment of a loss 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 losses shall be borne by purchaser on or after the date purchaser becomes entitled to possession. Purchaser agrees to deliver promptly upon issue certificates evidencing all policies of insurance to seller, who will retain possession thereof until the entire purchase price is paid.

WARNING

Unless purchaser provides seller with evidence of the insurance coverage as required by this contract, seller may purchase insurance at purchaser's expense to protect seller's interest. This insurance may, but need not, also protect purchaser's interest. If the collateral becomes damaged, the coverage seller purchases may not pay any claim purchaser makes or any claim made against purchaser. Purchaser may later cancel this coverage by providing evidence that purchaser has obtained property coverage elsewhere.

Purchaser is responsible for the cost of any insurance purchased by seller. The cost of this insurance may be added to purchaser's contract balance. If the cost is added to purchaser's contract balance, the interest rate on the underlying contract will apply to this added amount. The effective date of coverage may be the date purchaser's prior coverage lapsed or the date purchaser failed to provide proof of coverage.

The coverage seller purchases may be considerably more expensive than insurance purchaser can obtain on purchaser's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

Purchaser shall be entitled to possession of the premises effective as of the 1st day of February, 1997.

Purchaser shall not commit or suffer any waste of the property.

Seller covenants that seller is the owner of the above described property free of all encumbrances except as set forth herein, and except that seller is indebted under that certain note and trust deed wherein James Snowden and Patti Snowden, husband and wife, are grantors, to Skamania County Title Company, as trustee for Fred L. Cloe, a married man as his separate estate, as beneficiary, dated January 24, 1991, recorded January 25, 1991, in Book 122, page 69-70, Auditor's File No. 110750, Skamania County Mortgage Records, Skamania County, Washington, given to secure the payment of \$65,000.00. Seller covenants and warrants that said trust deed is in good standing and the payments thereunder are not in arrears. In the event that purchaser should fail to make the payments due on said trust deed and the same shall become in default, seller shall have the right to pay such delinquent payments directly to the holder of said trust deed, in order to protect seller's interest in the above-described real property.

In addition thereto, seller is indebted under that certain note and second trust deed including the terms and provisions thereof executed by James Snowden and Patti Snowden, husband and wife, as grantor, to the First American Title Insurance Company, as trustee for Karl G. Kment, as beneficiary, dated May 20, 1994, recorded May 20, 1994, in Book 143, page 264-265, Auditor's File No. 119476, Skamania County Mortgage Records, Skamania County, Washington, given to secure the payment of \$10,150.00. Beneficiaries interest therein was thereafter assigned by Karl G. Kment to Frank Sweeney by Assignment of Beneficiary, dated and recorded July 6, 1994, in Book 144, page 321, Auditor's File No. 119907, Skamania County Mortgage Records, of Skamania County, Washington. Seller covenants and warrants that said second trust deed is in good standing and the payments thereunder are not in arrears. In the event that purchaser should fail to make the payments due on said second trust deed and the same shall become in default, seller shall have the right to pay such delinquent payments directly to the holder of said second trust deed, in order to protect seller's interest in the above-described real property.

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 real property and a Bill of Sale conveying said personal property, free and clear of all liens and encumbrances, except as herein provided and those placed upon the property or suffered by purchaser subsequent to the date of this agreement.

In the event that purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, seller shall, at seller's option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement by suit in equity.
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of purchaser shall revert and revest in seller without any act of re-entry or without any other act by seller to be performed, and purchaser agrees to peaceably surrender the premises to seller, or in default thereof, purchaser may, at the option of seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such. All of the foregoing to be in accordance with the forfeiture statutes and laws of the State of Washington.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by seller to purchaser and purchaser shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to purchaser at P.O. Box 777, 1261 Wind River Road, Carson, Washington 98610. If purchaser shall fail to make payment as herein provided and said failure shall continue for more than fifteen (15) days after the payment becomes due, purchaser shall be deemed in default and seller shall not be obligated to give notice to purchaser of a declaration of said default

In the event that a suit or action is brought to foreclose this contract or to enforce any of the covenants and conditions contained herein, the prevailing party shall receive, in addition to all other costs and disbursements provided by law, such sum of money as the Court shall adjudge reasonable as attorney's fees in said suit or action, including attorney's fees and costs on appeal.

ALA, CAREY, VANKOTEN & BAKER, P.C.
ATOTHEYS AT LAW
PO. BOX 328
HOOD RIVER, OREGON 97031
TELEPHONE (341) 390-1811

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. This instrument will not allow use of the PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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.

Prior to full payment of this contract, any assignment by purchaser of this agreement, or of any or all of purchaser's rights hereunder, or sale of any of the herein conveyed real property by land sale contract or otherwise, and any lease or rental by purchaser of said property, or any part thereof, shall be inoperative and void, unless seller shall assent thereto in writing. 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.

The purchasers herein take title hereto as joint tenants with right of survivorship and not as tenants in common, nor as community tenants.

All items of personal property and equipment which are described herein shall be subject to the security lien of seller and title to all of said personal property and equipment shall remain in the seller during the term of this contract. Upon receiving seller's advance written consent, purchaser shall be entitled to "trade in" various items of equipment and personal property and in such event, any substituted or additional equipment and personal property shall become subject to the lien of this contract at the time such equipment and personal property is brought upon the real property. Purchaser shall maintain all of said personal property and equipment in a reasonably serviceable and workable state of repair and condition. The personal property and equipment shall be subject to all of the rights and remedies of the seller to the same extent as if said equipment and personal property was real property, with said rights and remedies being provided for by this contract. And in addition thereto, seller shall have all of the rights and remedies against the purchaser concerning said equipment and personal property which are provided by the Uniform Commercial Code of the State of Washington at the same now exists or is hereafter amended. Any violation of this paragraph shall constitute a material default of this entire contract and security agreement, entitling seller to exercise all remedies provided herein, including all remedies available under the Uniform Commercial Code of the State of Washington.

In the event that any portion of the above described real property is taken by any governmental authority on condemnation or threatened condemnation proceedings, seller shall be given the election as to whether or not to take the entire proceeds and apply same against the outstanding balance due hereon as of the date that seller receives said funds. Seller may elect not to accept said funds, in which event purchaser shall receive same for purchaser's own use.

In the event of any default by purchaser, seller shall have the remedy, in addition to all other remedies set forth herein, of applying to the Superior Court of the State of Washington of proper jurisdiction, and said Court shall be vested with the power to appoint a receiver to immediately take possession of the conveyed property. Said receiver shall have the right to forthwith enter into and upon the conveyed premises and take possession thereof and to collect the rents, issues and profits. The rents, issues and profits from said conveyed tract after default, are hereby assigned to the seller. The failure of the seller to exercise any options herein set forth will not constitute a waiver of any right arising from breach of this contract and this security agreement.

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ATTORNEYS AT LAW
PO, BOX 136
HOOD RIVER, OREGON 97031
TELEPHONE (841) 236-1811

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

SELLER: James M. Snowden

Patti E. Snowden

PURCHASER:

Dwight Snowden

Catherine & Snouden
Catherine Snowden

STATE OF OREGON)
Ss. County of Hood River

BE IT REMEMBERED that on this ______ day of February, 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES M. SNOWDEN and PATTI E. SNOWDEN, 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.

WAYNE C. ANNALA
MOTARY PUBLIC-OREGON
COMMISSION NO. 041542
LY COMMISSION EXPIRES FEB. 13, 1999

Not public for Oregon My Commission Expires: 2-13-1

STATE OF OREGON

) ss.

County of Hood River

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

OFFICIAL SEAL
WAYNE C. ANNALA
NOTARY PUBLIC-OREGON
COMMISSION NO. 041542
177 COMMISSION EXPIRES FEB. 13, 1999

Motary Public for Oregon
My Commission Expires: 2-13-99

L, CAHEY, VANKOTEN & BAKI ATTONBREYS AT LAW PO. BOX 325 HOOD RIVER, OREGON 97031 TELEPHONE (841) 366-1811

REAL PROPERTY DESCRIPTION:

A tract of land in the Southwest quarter of the Southeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Beginning at a point 66 rods North of the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 20, thence West 24 rods; thence North 20 rods; thence East 24 rods, thence South 20 rods to the point of beginning.

EXCEPT County Road right of way.

SUBJECT TO:

- 1. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- 2. Rights of the public in and to that portion lying within highway.
- 3. Easement for pipelines, mains, laterals and reservoirs including the terms and provisions thereof, recorded February 9, 1979 in Book 76, page 146, Skamania County Mortgage Records.

PERSONAL PROPERTY DESCRIPTION:

ALSO CONVEYED HEREWITH as a portion of this contract sale and security agreement are those items of personal property and equipment, which purchaser understands and agrees are being conveyed in an "AS IS" condition as detailed on the attached nine (9) pages, identified as inventory of Columbia Gorge Motel:

COLUMBIA GORGE MOTEL INVENTORY - FEBRUARY 1997

- 1995 Sears Heavy Duty Large Capacity Kenmore Washer
- 1995 Sears Heavy Duty Large Capacity Kenmore Dryer
- 1995 Sears 12 Amp. Vacuum with Power Mate Attachment
- 1977 Harley Davidson 2-Cycle Gas Golf Cart W/Canopy & Wrap Around Snap On Encl
- Electric Iron/Board
- 2 Large Rubbermaid Containers for Golf Cart All Paper Goods and Soap, Cleaning Supplies, Etc. On Hand At Time of Sale
- 18 Approx. Sets of Queen Sheets (Newer)
- 12 Approx. Sets of Queen Sheets (Older)
- 50 Approx. Bath Towels
- 50 Approx. Hand Towels
- 50 Approx. Wash Cloths Older Towel Sets
- 24 Approx. Bath Mats
- 12 Approx. Throw Rugs
- Approx. Bed Pillows W/Plastic Zipper Covers 26
- 6 Approx. Sets of Double Sheets
- 15 Approx. Queen Bed Spreads
- 2 Approx. Double Bed Spreads
- Approx. Veloux Queen Blankets 11
- Approx. Wool Blankets

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- Approx. Kitchen Towels, Misc. Pot Holders, Dishcloths 35
- 1 Clothes Hamper

1

- Plastic Clothes Basket
 - Misc. Light Bulbs
- Approx. Queen Mattress Pads (2 Double) 13

ROOM 1

- 1 Queen Bed Set
- Game Table
- Orange Vinyl Chair
- Black Leather Easy Chair/Ottoman
- White Plastic Chairs
- Pine Dresser with Mirror
- Table Lamp
- Octagonal End Table
- Pine Bench (Used For Nightstand)
- Southwest Framed Art
- Small Hanging Mirror
- AM/FM Clock Radio
- Monet Framed Art
- Misc. Southwestern Objects
- 4-Cup Coffeemaker and Mugs
- Toaster
- Telephone
- Wing Back Chair
- 20" Color TV/Remote

ROOM 2

- Queen Bed Set
- Double Bed Set
- Game Table
- White Plastic Chairs
- Pine Bench
- Night Stand
- Small Coffee Table
- Round Table W/Skirt
- Table Lamps
- Oil Paintings (Flowers)
- Misc. Sunflower Decorations
- AM/FM Clock Radio
- 4-Cup Coffeemaker and Mugs
- Toaster
- Telephone
- 20" Color TV/Remote

ROOM 3

- Queen Bed Set
- Game Table
- Round Table/Skirt
- Table Lamp
- Dresser
- Monet Framed Art
- 4-Cup Coffeemaker and Mugs
- Toaster
- Telephone
 - Misc. Decorations

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Wing Back Chair

20" Color TV/Remote

ROOM 4

Queen Bed Set

Oak/Brass/Glass Table

White Plastic Chairs 2

Loveseat/Convertible Bed

Oak/Glass Coffee Table

Oak/Glass End Table

Table Lamp

Oak Entertainment Center

AM/FM Clock Radio

20" Color TV/Remote

4-Cup Coffeemaker and Mugs

Toaster

Telephone

Misc. Decorations

3 Monet Framed Art

CABIN 1

Queen Bed Set

Game Table

Oak Entertainment Center

White Plastic Chairs

Night Stand

20" Color TV/Remote

Framed Art

Misc. Decorations

AM/FM Clock Radio

3-in-1 Appliance Center

Telephone

4-Cup Coffeemaker

Toaster

Misc. Dishes/Pots/Silverware

Table Lamp

CABIN 2

Queen Bed Sets

Oak Entertainment Center

Brass/Oak/Glass Table

Chairs

Pine Nightstand

Table Lamp

20" Color TV/Remote

AM/FM Clock Radio

Cedar Chest

3-in-1 Appliance Center

Telephone

4-Cup Coffeemaker

Toaster

Misc. Decorations

Framed Glass Geese Art 2

Misc. Duck/Geese Art

Misc. Dishes/Pots/Silverware

White Plastic Chairs

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CABIN 3

- Queen Bed Sets
 - Oak Entertainment Center Maple Table/Chairs
- Nightstand
- Table Lamp
- 20" Color TV/Remote
- AM/FM Clock Radio
- Cedar Chest
- **Plastic Chairs**
- 3-in-1 Appliance Center
- 4-Cup Coffeemaker
- Toaster

1

- Misc. Decorations
- Hanging Mirror
- Glass Framed Art
- 2
 - Small Floral Glass Framed Art
 - Misc. Dishes/Pots/Silverware
 - Matching Hanging Lamp/Table Lamp

CABIN 4

- Queen Bed Sets
- Oak Entertainment Center
- Nightstand
- Table Lamp
- 20° Color TV/Remote
- Cedar Chest
- White Dining Table/Chairs
- AM/FM Clock Radio
- Monet Framed Art
 - Misc. Art Decorations
- Plastic Chairs
- 3-in-1 Appliance Center
- 4-Cup Coffeemaker Toaster

Misc. Dishes/Pots/Silverware