

151284

BOOK 254 PAGE 761

George DeGroot
 Nov 25 4 30 PM '03
 G. DeGroot
 J. P. H. 11-26-03

Return Address:

George DeGroot
 46592 SR 14
 Stevenson, WA 98648

Document Title(s) or transactions contained herein:	
Contract of Sale	
REAL ESTATE EXCISE TAX	
GRANTOR(S) (Last name, first name, middle initial)	N/A
DeGroot, George D. Trustee	NOV 26 2003
	PAID See EXCISE #25482 DTD 11-26-03
<input type="checkbox"/> Additional names on page _____ of document.	Vicki Chabad DeGroot
GRANTEE(S) (Last name, first name, middle initial)	SKAMANIA COUNTY TREASURER
Glud, Roberta A.	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
411 Shipherd Falls Rd, Carson, WA	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
90-010640	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers 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.	

Contract of Sale

DeGROOTE FAMILY TRUST, by and through GEORGE D. DeGROOTE, as trustee, 46592 Highway 14, Stevenson, Washington 98648, hereafter called SELLER, and ROBERTA A. GLAD

hereafter called PURCHASERS, agree as follows:

90-010640 0847

1. SELLER sells, bargains and conveys to PURCHASERS, 1997 GOLDEN WEST 27' X 52' MOBILE HOME - 084931, AT 411 SHEPHERD FALLS RD, CARSON VALLEY MOBILE PARK
2. The total purchase price is FORTY-TWO THOUSAND \$42,000.00 less FIVE THOUSAND \$5,000.00, which PURCHASERS tendered as down payment under the Earnest Money Agreement of NONE, which shall be paid in monthly payments in the amount of \$365.00 with the first payment being paid on Dec 5, 2003, and the last payment being paid on 15 years. Interest shall be at the rate of 8.5% EIGHT & ONE HALF per annum, beginning to accrue on DEC 1, 2003.
3. PURCHASERS represent that they have inspected the mobile home, know its condition and Accept it in its "as is" condition and that SELLER makes no representations, guarantees, or warranties as to the condition of said mobile home as to its habitability or otherwise.
4. SELLER shall deliver the Certificate of Title to the Mobile Home to PURCHASERS and PURCHASERS shall obtain title in their name showing them as registered owners, and SELLER as legal owners on the title document until the total purchase price has been paid. Upon payment of the total purchase price, SELLER shall deliver the certificate of title to PURCHASERS, said title being good and marketable title, being free and clear of any and all claims against said title.
5. PURCHASERS shall not lease, rent, sell or otherwise transfer their interest in the mobile home until and unless SELLER approves such conveyance or encumbrance.
6. PURCHASERS shall at all times during the life of this contract, keep the mobile home in good repair and keep it insured, in an amount of coverage of not less than \$42,000.00 against hazards of fire, wind, flood and other damage commonly available in a home-owners policy of insurance and shall name SELLER as loss payee to the extent of their interest in the mobile home.
7. In the event of default by PURCHASERS of any of the covenants and obligations hereunder, SELLER may elect to declare a default and to accelerate payment hereunder and declare all sums remaining on the principal balance immediately due and payable in addition to all other remedies available to SELLER at law under the Uniform Commercial Code, and otherwise.
8. PURCHASERS shall pay all future personal property taxes as such taxes come due.
9. SELLER will not foreclose or take legal action to do so until the PURCHASERS are 30 days or more in arrears in their payments. This forbearance applies only to nonpayment of the monthly payments and not to the breach of any of the other covenants herein.

10. All notices required to be given shall be given in writing to the addresses of the parties specified in the first paragraph of this contract unless a different address shall be specified in writing by the parties.
11. In the event that PURCHASERS shall fail to pay the taxes or insurance due on the mobile home when they come due, SELLER shall have the right to pay the taxes and place insurance on the mobile home and add such amount to the contract to accrue interest at the rate of 12% per annum until paid or the SELLER may also elect to bring a default action against the PURCHASERS.
12. In the event this matter is placed in the hands of an attorney for collection of any sums due hereunder, PURCHASERS shall pay the reasonable attorneys fees incurred therefore. In the event of a legal contest, either in court or by arbitration, the prevailing party shall have their attorney's fees and costs against the non-prevailing party.
13. The mobile home is presently located at Carson Valley Mobile Home Park, LOT 4L. PURCHASERS shall not remove the subject trailer without first obtaining consent and permission for such removal from SELLER.
14. PURCHASERS may pay to SELLER the outstanding balance of the purchase price at any time. If PURCHASERS pay to SELLER the outstanding balance before, PURCHASERS shall not experience any penalty nor pay any interest additional to the amount accrued as of the date of the last received monthly payment.
15. This contract contains the whole agreement of the parties and no representations made by either party which are not included herein whether pre-contract or post-contract shall be of any force and effect unless set forth in writing and signed by the party to be charged. This agreement shall be binding force and effect upon the heirs and assigns of the parties.

DATED this 25 day of Nov, 2003

SELLER:



 GEORGE D. DeGROOTE,
 Trustee of DeGROOTE FAMILY TRUST

PURCHASERS:

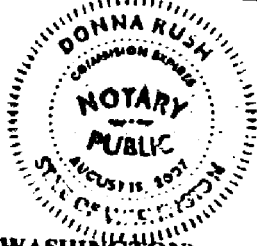


STATE OF WASHINGTON)

County of Skamania) ss.

I certify that I know or have satisfactory evidence that GEORGE D. DeGROOTE signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25th day of November, 2003.



Donna Rush
Notary Public for Washington.
Residing at Stevenson
My commission expires 8-15-07

STATE OF WASHINGTON)

County of Skamania) ss.

I certify that I know or have satisfactory evidence that Robert A. Gold signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25th day of November, 2003.



Donna Rush
Notary Public for Washington.
Residing at Stevenson
My commission expires 8-15-07

STATE OF WASHINGTON)

County of Skamania) ss.

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 200_____.

Notary Public for Washington.
Residing at _____
My commission expires _____