

## CONTRACT OF SALE

THIS CONTRACT is made as of this 15th day of October, 1986,  
by ROBERT W. MATHER, hereinafter called SELLER, and HARRY C. HOLT and  
LAURI A. HOLT, husband and wife, hereinafter called PURCHASER,

## WITNESSETH:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller for the price and on the terms and conditions set forth below that certain real property, and all improvements thereon, situated in the County of Skamania, State of Washington, described as follows:

Lot 1, LAIRD SHORT PLAT, according to the Plat thereof, recorded May 21, 1979, in Book 2, Page 104, Auditor's File No. 88587, Skamania County Short Plat Records, SUBJECT TO AND TOGETHER WITH an easement 60 feet in width for road and utility purposes across subject property and following existing gravel road to Duncan Creek Road.

## SUBJECT TO:

1. The lien of real estate excise sales tax upon any sale of said premises, if unpaid.  
2. The rights of the public in a 60 foot road, as shown on the Short Plat.

3. Easement 60 feet in width for road and utility purposes across an existing gravel road, including the terms and provisions thereof, as reserved in deed from Donald S. Olson, et al, to dean Vogt, et ux, recorded June 10, 1977, in Book 72, Page 817, Auditor's File No. 84214, Skamania County Deed Records. (Exact location not given.)

4. Contract, including the terms and provisions thereof, between Dean Vogt and Lois Vogt, husband and wife, as seller, and Ray I. Laird and Inez Laird, husband and wife, as purchaser, dated February 23, 1976, recorded March 5, 1976, in Book 70, Page 595, Auditor's File No. 81813, Skamania County Deed Records. Excise Tax Receipt No. 3886.

By instrument recorded June 10, 1977, in Book 72, Page 816, Auditor's File No. 84213, Skamania County Deed Records, the sellers interest in said contract was assigned to J. Richard Brown and Pearl J. Brown, husband and wife.

By Quit Claim Deed recorded October 15, 1985, in Book 85, Page 177, Auditor's File No. 100122, Skamania County Deed Records, the interest of Isaac Ray Laird, deceased, was conveyed to Inez M. Laird.

5. Contract, including the terms and provisions thereof, between Ray I. Laird and Inez Laird, husband and wife, as seller, and Robert W. Mather, as his separate estate, as purchaser, dated November 6, 1979, recorded November 7, 1979, in Book 77, Page 517, Auditor's File No. 89903, Skamania County Deed Records. Excise Tax Receipt No. 7187.

By Quit Claim Deed recorded October 15, 1985 in Book 85, Page 177, Auditor's File No. 100122, Skamania County Deed Records, the interest of the estate of Isaac Ray Laird, deceased, was conveyed to Inez M. Laird.

By Quit Claim Deed recorded November 7, 1979 in Book 77, Page 516, Auditor's File No. 89902, Skamania County Deed Records, Barbara J. Mather, wife of Robert W. Mather, conveyed her presumptive community interest to said Robert W. Mather, as his separate estate.

(Which contracts the Seller agrees to pay according to their terms. In the event the Seller herein fails to make any of the payments on the aforesaid contracts, then the Purchaser herein may make said payments and credit them against the payments coming due under this contract.)

Such property is referred to herein as "the property".



REGISTERED \$  
INDEBTOR \$  
INDEBTOR \$  
INDEBTOR \$  
INDEBTOR \$

11014  
REAL ESTATE EXCISE TAX  
OCT 20 1986  
PAID 74.90  
SKAMANIA COUNTY TREASURER

2. **Address for Tax Statement.** Until a charge is requested, all tax statements shall be sent to the following address: HARRY & LAURI HOLT - 25380 S. RIVER LAKE RD. ESTACADA, OR 97023.

3. **Purchase Price and Payment.** Purchaser promises to pay as the total purchase price for the property the sum of \$7,000.00. Such amount shall be paid as follows:

(a) The sum of \$145.31, which is paid upon execution hereof.

(b) The remaining balance of \$6,854.69 shall be paid in monthly installments of not less than \$145.31 each month, including interest at the rate of -9- percent per annum on the unpaid balance, the first of such installments to be paid on or before the 20th day of November, 1986, and subsequent installments to be paid on or before the 20th day of each month thereafter until the entire purchase price, including both principal and interest, is paid in full. Interest on all unpaid balance shall commence on October 20th, 1986. Each payment shall be applied first to interest to the date of payment and the balance to principal.

(c) The Purchaser may at any time pay off the entire balance of the purchase price remaining due together with interest due thereon to the date of payment.

(d) In the event Purchaser fails to pay, when due, any amounts required of Purchaser to be paid to third parties hereunder, Seller may pay any or all such amounts. If Seller makes any such payments, the amounts thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the rate of -9- percent per annum. Seller's election to make payments pursuant to this paragraph shall not constitute a waiver of Seller's right to declare Purchaser to be in default of this contract.

(e) All payments to Seller hereunder shall be made to Seller's address as set forth below until further notice has been given in writing by the Seller to the Purchaser.

4. **Taxes and Liens.** All taxes levied against the property for the current tax year shall be prorated between Seller and Purchaser as of October 1st, 1986. Purchaser agrees to pay, when due, all taxes and assessments, which are thereafter levied against the property and to keep the property free from all public, municipal and statutory liens which may thereafter be lawfully imposed upon the property.

5. **Possession.** Purchaser shall be entitled to possession of the property from and after October 1st, 1986, provided, however, that the Seller and Seller's agents may enter upon the property at reasonable times for the purpose of inspecting the property if the Sellers have reasonable grounds for believing their security is being jeopardized.

6. **Maintenance and Insurance.** Commencing with the date of possession and thereafter at all times during the term of this contract, the Purchaser shall with respect to the property, do the following:

(a) Keep all buildings, other improvements and landscape now existing or which shall hereafter be placed on the property in good condition and repair and not permit any waste or removal thereof or make any substantial improvements or alterations without the prior written consent of the Seller.

(b) Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection, promptly make all the required repairs, alterations and additions.

(c) Keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value with loss payable to the Seller, Purchaser and any underlying interest holder, as their respective interest may appear, and certificates evidencing the policies shall be delivered to Seller and shall contain a stipulation providing that coverage shall not be canceled or diminished without a minimum of 10 days written notice to the Seller. In the event of loss, Purchaser shall give immediate notice to Seller and any underlying interest holder. Seller may make proof of



loss if Purchaser fails to do so within fifteen (15) days of the casualty.

7. **Indemnification.** Purchaser shall forever defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of or in any way connected with Purchaser's possession or use of the property, Purchaser's conduct with respect to the property or any condition of the property. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser shall, upon notice from Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Seller.

8. **Title Insurance.** Seller shall furnish at Seller's expense a Purchaser's title Insurance policy in the amount of \$7,000.00, within 21 days from the date hereof, insuring Purchaser against loss or damage sustained by Purchaser by reason of the unmarketability of the Seller's title, or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies.

9. **Deed.** Upon payment of the total purchase price for the property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith deliver to Purchaser a good and sufficient Warranty Deed conveying the property free and clear of all liens and encumbrances, excepting those placed upon the property or suffered by Purchaser subsequent to the date of this contract and excepting those easements, conditions and restrictions now of record.

10. **Default.** Time is of the essence of this contract. A default shall occur if:

(a) Purchaser fails to make any payments on or before the time required.

(b) Purchaser fails to perform any other obligation imposed by this contract and does not correct or commence correction of such failure within ten (10) days after receipt of written notice from Seller specifying the manner in which Purchaser is in default.

In the event of a default, Seller may take any one or more of the following steps:

(1) Declare the entire balance of the purchase price and interest immediately due and payable;

(2) Foreclose this contract by suit in equity;

(3) Specifically enforce the terms of this contract by suit in equity;

(4) With respect to any part of the property which constitutes personal property in which the Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(5) After complying with the notice requirements and right to cure the default contained in ORS 93.905-93.945, Seller may declare this contract forfeited and retain the amount of the payments previously made hereunder. Upon recordation of the affidavit required by Oregon law, this contract shall be extinguished and canceled, and Purchaser shall have no further right, title or interest in and to the real property or to any return or compensation for payments previously made hereunder, as absolutely, fully and perfectly as if this contract had never been made. Purchaser agrees to surrender the Property to Seller. In the event Purchaser fails to do so, Seller may elect to treat Purchaser as a tenant holding over unlawfully after the expiration of a lease, and Purchaser may be ousted and removed as such, without affecting Seller's right to pursue other rights and remedies contained in this contract or permitted by law.

In the event all or any part of the above premises have been used as a rental, Seller may, in the event of a foreclosure suit, have a receiver appointed to collect such rentals and pay on any obligations owed to third parties without such payment being construed as performance of the within contract or the waiver of any breach.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

11. **Representations and Conditions of Property.** Purchaser accepts the land, buildings, improvements and all other aspects of the property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by the Seller. Purchaser agrees that he has ascertained, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that he accepts the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and Seller has made no representations with respect thereto. **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.**

12. **Notice.** Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated in this contract or such other addresses as either party may designate by written notice to the other.

13. **Waiver.** Failure of Seller at any time to require performance of any provision of this contract shall not limit the right of Seller to enforce the provision, nor shall any waiver by Seller of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provision.

14. **Costs and Attorney's Fees.** In the event Seller or Purchaser shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports, surveyors reports and foreclosure reports and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action.

15. **Restriction on Sale.** Purchaser may not sell the above described property subject to the within contract or assign the within contract without the written consent of the Seller herein, said consent not to be unreasonably withheld.

16. **Prior Agreements.** This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the property is concerned.

17. This contract has been prepared by the law firm of FREEMAN, JENNINGS, DOWNING & GRANATH, P.C., who represent the Seller. Purchaser acknowledges and agrees that FREEMAN, JENNINGS, DOWNING & GRANATH, P.C. do not represent his interests in this transaction, and Purchaser has been advised to seek the advice of independent counsel. The fact that as part of the escrow fee the Purchaser may contribute some funds toward the payment of FREEMAN, JENNINGS, DOWNING & GRANATH, P.C.'s fee does not imply that FREEMAN, JENNINGS, DOWNING & GRANATH, P.C. is representing the Purchaser, and such incidental contribution is only to reimburse the Seller for paying FREEMAN, JENNINGS, DOWNING & GRANATH, P.C.'s fee.

18. Both parties acknowledge that they have fully read this contract, understand the rights, obligations and conditions contained herein, and have signed this agreement only after careful consideration of the terms contained herein.

19. **Additional Provisions.**

1. Purchaser is satisfied with property lines set out.

IN WITNESS WHEREOF the SELLER and PURCHASER have hereunto set their hands and seals the day and year first above written.

SELLER:

Robert W. Mather  
Robert W. Mather

PURCHASER:

Harry C. Holt  
Harry C. Holt

ADDRESS: 3321 Eureka #9  
Anchorage AK 99503

Lauri A. Holt  
ADDRESS: 25300 S RIVER LAKE  
RD ESTACADA OR, 97023

STATE OF Alaska )  
: ss. Oct. 9, 1986  
County of ANCH. )

BEFORE ME, personally appeared the above named ROBERT W. MATHER, and acknowledged the foregoing instrument to be his voluntary act.

Virginia L. Lowell  
NOTARY PUBLIC FOR Alaska  
My Commission Expires: December 21, 1986

STATE OF OREGON, )  
: ss. October 15th, 1986  
County of Multnomah )

BEFORE ME, personally appeared the above named HARRY C. HOLT and LAURI A. HOLT, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.



Janet Baldwin  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6/15/90

FREEMAN, JENNINGS, DOWNING & GRANATH, P.C.  
Attorneys at Law  
501 N. E. Hood, Suite 340  
Gresham, Oregon 97030  
(503) 665-4176

FILED AND RECORDED  
STAMPA & WASH  
BY MT. ADAMS TITLE

OCT 17 4 45 PM '86

d. Y. Jones, Dep.  
AUDITOR  
GARY M. OLSON