

142915

BOOK 216 PAGE 881

After Recording, Return To:

Duane Lansverk  
Landerholm, Memovich, Lansverk &  
Whitesides, P.S.  
P.O. Box 1086  
Vancouver, WA 98666-1086

REAL ESTATE EXCISE TAX

21903  
NOV 15 2001  
PAID # 2,764.80  
*W. P. Olson*  
SKAMANIA COUNTY TREASURER

FILLED RECORD  
SKAMANIA COUNTY  
B" SKAMANIA CO. TITLE

Nov 15 1 20 PM '01  
*P. Olson*  
GARY M. OLSON

*SCR 29322*

Space Above for Recording Information Only

**REAL ESTATE CONTRACT**

1. **EFFECTIVE DATE.** November 15, 2001.

2. **PARTIES.**

MARIE COBINE, a married woman dealing in her separate estate, as to an undivided one-half interest, and OTTIS HOLWEGNER and SYLVIA HOLWEGNER, husband and wife, as to an undivided one-half interest, hereinafter collectively referred to as "Seller," and

DELBERT WILSON and JENNIFER ST. CLAIR, husband and wife, hereinafter referred to as "Purchaser."

3. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, State of Washington:

ABBRV. LEGAL: E 1/2 SW 1/4 SEC 15 T4N R7E

SEE ATTACHED EXHIBIT "A" ON PAGE 8

PARCEL NO. 04-07-15-0-0-0500-00

4. **PERSONAL PROPERTY.** No part of the purchase price is attributed to personal property.

5. **PAYMENT TERMS.** The terms and conditions of this Contract are:

The purchase price of the real estate is TWO HUNDRED SIXTEEN THOUSAND AND NO/100 DOLLARS (\$216,000.00) of which FORTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$43,200.00) has been paid, the receipt of which is hereby acknowledged. The balance of ONE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$172,800.00) shall be paid in monthly installments of ONE THOUSAND ONE HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$1,152.00) or more at Purchaser's option, beginning December 15, 2001, and continuing on the same day of each month thereafter

REAL ESTATE CONTRACT - 1



until November 15, 2003, at which time the full balance of principal and interest shall be paid. The unpaid balance of the purchase price shall at all times bear interest at 8% per annum, commencing on closing. From each payment shall first be deducted the interest to date of payment and the balance shall be applied to the principal. PROVIDED THAT any funds in excess of closing costs that remain from one-half of Cobine's share of the down payment of FORTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$43,200.00), shall be applied towards the outstanding judgment lien in favor of First National Bank of Oregon. PROVIDED FURTHER that Cobine's one-half of each monthly payment shall be applied towards the outstanding judgment lien in favor of First National Bank of Oregon. Permission is granted to Purchaser to make larger payments at any time, or to pay this Contract in full, and the interest shall immediately cease on all payments so made.

THE FULL PURCHASE PRICE AND INTEREST SHALL BE PAID ON OR BEFORE  
November 15, 2003.

The monthly payments to Seller shall be paid one-half to Duane Lansverk, 915 Broadway, P.O. Box 1086, Vancouver, WA 98666, and one-half to Ottis and Sylvia Holwegner, P.O. Box 147, Carson, WA 98610. The balloon payment shall be paid into an escrow account to be set up at Riverview Community Bank, Stevenson, WA 98648. Out of this account, one-half shall be distributed to Duane Lansverk, one-half to Ottis & Sylvia Holwegner.

6. **FULFILLMENT DEED.** On full payment of the purchase price and interest in the manner hereinabove specified, the Seller agrees to execute and deliver to Purchaser a warranty deed to the property, free and clear of any encumbrances, except those encumbrances listed on Exhibit A, and any that may accrue hereafter due to any person other than the Seller.
7. **POSSESSION.** The Purchaser is entitled to physical possession on closing.
8. **PRORATE ITEMS.** The following items will be prorated between Seller and Purchaser as of closing:  
  
ITEMS:      Real Estates Taxes
9. **FUTURE TAXES.** The Purchaser agrees to pay before delinquency all taxes and assessments which may, as between Seller and Purchaser, hereafter become a lien on the real estate.
10. **ACCEPTANCE OF PREMISES.** The Purchaser agrees that a full inspection of the premises has been made. The Seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance or construction charges for sewer, water or electricity, unless the agreement is in writing and attached to this Contract.



11. **TITLE INSURANCE.** The Seller agrees to procure a Purchaser's policy of title insurance in standard form, insuring the Purchaser to the full extent of the purchase price against loss or damage by reason of defect in the record title of the Seller to the real estate herein described or by reason of prior liens or encumbrances not assumed by the Purchaser in this Contract.

**Note:** There is a judgment lien against Marie Cobine in favor of First National Bank of Oregon in the current amount of SEVENTY-FOUR THOUSAND ONE HUNDRED FIFTY-FOUR AND 59/100 DOLLARS (\$74,154.59), plus interest, filed January 5, 1998, Cause No. 98-2-00002-5. First National Bank has agreed with Cobine to execute a partial release of its lien interest against Lot 1, which is described in Exhibit A, upon receipt of TWENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTEEN AND 19/100 DOLLARS (\$24,718.19) plus interest from Cobine. Cobine agrees to take whatever steps are required to remove this judgment lien from Lot 1 upon occurrence of either of the following events, whichever occurs earliest:

- a. When, in accordance with Section 5 of this Contract, any funds that remain out of one-half of Cobine's share of the down payment after closing costs in addition to Purchaser's monthly payments that are applied by Cobine towards the outstanding judgment lien against Marie Cobine in favor of First National Bank of Oregon total TWENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTEEN AND 19/100 DOLLARS (\$24,718.19) plus interest, or
  - b. When Purchaser pays Purchaser's balloon payment in accordance with Section 5 of the Contract.
  - c. Upon the occurrence of either condition stated in Section a or b, whichever occurs earliest, Marie Cobine agrees to take all steps necessary, including payment of any costs and any accumulated interest, to obtain a partial release of judgment lien from First National Bank of Oregon as pertains to First National Bank of Oregon's lien against Lot 1, which is described in Exhibit A attached hereto.
  - d. Marie Cobine covenants and agrees that if the said judgment lien is removed pursuant to Section b, Cobine will not take any action that would in any way prejudice Purchaser's right to have said judgment lien extinguished from Lot 1 upon payment of TWENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTEEN AND 19/100 DOLLARS (\$24,718.19) plus interest.
12. **LATE CHARGES.** If any monthly payment on the purchase price is not made within fifteen (15) days after the date it is due, Purchaser agrees to pay a late charge equal to five percent (5%) of the amount of such monthly payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.



13. **DEFAULT.** If the Purchaser fails to observe or perform any term, covenant or condition of this Contract, Seller may:
- a. **Sue for Installments.** Sue for any delinquent periodic payment; or
  - b. **Specific Performance.** Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
  - c. **Forfeit Purchaser's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes; (i) all right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) The Purchaser's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to or on the property shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property and improvements to the Seller ten (10) days after forfeiture.
  - d. **Acceleration of Balance Due.** Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of five percent (5%) of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within ninety (90) days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.
  - e. **Judicial Foreclosure.** Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.
  - f. **Receiver.** If Seller has instituted any proceedings specified above and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
14. **CONDEMNATION.** In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the Seller may be required to expend in procuring such money.
15. **NUISANCE.** The Purchaser will not create a nuisance or commit waste on the premises.

16. **ASSIGNMENT.** The Purchaser shall not sell the foregoing real property by contract of sale, nor assign this document, nor sell or transfer all or any portion of the described premises without first obtaining written consent of the Seller.
17. **ATTORNEY'S FEES.**
  - a. If this Contract or any obligation contained in it is referred to an attorney for collection or realization, Purchaser agrees to pay Seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.
  - b. In the event litigation arises out of this Contract, the losing party agrees to pay the prevailing party's attorney's fees, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.
18. **NOTICE.** Time is of the essence of the Contract. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Purchaser at 4037 Heron Cove, The Colony, TX 75056, and to Seller, c/o Duane Lanerker, 915 Broadway, P.O. Box 1086, Vancouver, WA 98666, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed.
19. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
20. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.



BOOK 216 PAGE 886

IN WITNESS WHEREOF, the parties have signed and sealed this Contract the day and year first above written.

SELLER:

Ottis Holwegner  
OTTIS HOLWEGNER

Sylvia Holwegner  
SYLVIA HOLWEGNER

Marie Cobine  
MARIE COBINE

PURCHASER:

Delbert L. Wilson  
DELBERT WILSON

Jennifer St. Clair  
JENNIFER ST. CLAIR

STATE OF WASHINGTON )

County of Skamania ) ss.

I certify that I know or have satisfactory evidence that OTTIS HOLWEGNER and SYLVIA HOLWEGNER, husband and wife, signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13 day of November, 2001.

Notary Public  
State of Washington  
JAMES R COPELAND, JR  
MY COMMISSION EXPIRES  
September 13, 2003

J R Cope  
Notary Public in and for the State of  
Washington, residing at Skamania County.  
My appointment expires: 9-13-03

REAL ESTATE CONTRACT - 6

STATE OF WASHINGTON )

County of Skamania )

) ss.

I certify that I know or have satisfactory evidence that MARIE COBINE, a married woman dealing in her separate estate, signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13 day of November, 2001.

Notary Public  
State of Washington  
JAMES R COPELAND, JR  
MY COMMISSION EXPIRES  
September 13, 2003

J. R. Copeland  
Notary Public in and for the State of  
Washington, residing at Skamania County.  
My appointment expires: 9-13-03

STATE OF WASHINGTON )

County of Skamania )

) ss.

I certify that I know or have satisfactory evidence that DELBERT WILSON and JENNIFER ST. CLAIR, husband and wife, signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 9 day of November, 2001

Notary Public  
State of Washington  
JAMES R COPELAND, JR  
MY COMMISSION EXPIRES  
September 13, 2003

J. R. Copeland  
Notary Public in and for the State of  
Washington, residing at Skamania County.  
My appointment expires: 9-13-03

OAPI\_INSTR/DL/CC/COBINE.DOC



EXHIBIT "A"

A parcel of property located in the East half of the Southeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of said section 15; thence North 02° 00' 11" East along the East line of said Section 15 a distance of 536.23 feet; thence North 88° 46' 24" West 9.52 feet; thence North 61° 51' 45" West 23.06 feet; thence North 51° 45' 22" West 55.92 feet; thence North 40° 31' 45" West 61.40 feet; thence North 25° 47' 01" West 28.48 feet; thence North 52° 14' 50" West 23.61 feet; thence North 37° 35' 41" West 41.13 feet; thence North 23° 38' 35" West 95.10 feet; thence North 44° 50' 32" West 453.43 feet; thence North 38° 37' 53" East 185.79 feet; thence North 01° 22' 44" East 358.33 feet; thence North 27° 24' 37" West 75.14 feet; thence North 55° 37' 01" West 406.75 feet; thence North 56° 24' 41" West 50.97 feet; thence South 36° 18' 27" East 721.61 feet to the West line of said East half of the Southeast quarter of Section 15; thence South 01° 13' 26" West along said East line 55.00 feet to the Northwest corner of the Southeast quarter of said Southeast quarter of section 15; thence South 88° 46' 06" East Section 15 a distance of 98.52 feet, more or less, to the center of the Wind River; thence along the center of Wind River the following courses:  
 South 46° 27' 52" East 137.32 feet; South 48° 41' 24" East 135.36 feet;  
 South 52° 55' 49" East 253.72 feet; South 46° 00' 32" East 384.52 feet;  
 South 36° 51' 50" East 243.07 feet; thence South 21° 17' 29" East along the center of said Wind River 229.94 feet, more or less, to the North line of the South half of the South half of said Southeast quarter of the Southeast quarter of Section 15; thence South 88° 40' 43" East along said North line 78.05 feet, more or less, to the East bank of said Wind River; thence South 14° 22' 56" East along said East bank 189.17 feet; thence South 26° 52' 41" East along said East bank 55.80 feet; thence South 16° 49' 21" East along said East bank 80.81 feet; thence South 70° 28' 37" West along said East bank 13.45 feet; thence North 51° 53' 10" West along said East bank 36.77 feet; thence South 63° 37' 00" West along said East bank 32.25 feet; thence South 33° 58' 29" East along said East bank 31.35 feet, more or less, to the South line of said Southeast quarter of the Southeast quarter of Section 15; thence South 88° 38' 54" East along said South line 172.63 feet to the POINT OF BEGINNING.

Subject to and together with Easements, Covenants and Road Maintenance Agreements recorded with the Skamania County Auditor under No. 141204 on May 25, 2001.

EXHIBIT A  
 PAGE 1 of 2



**SKAMANIA COUNTY  
TITLE COMPANY**

(509) 427-5631  
FAX (509) 427-5610  
P.O. BOX 277 • 41 RUSSELL ST.  
STEVENSON, WASHINGTON 98648

This sketch is furnished as a courtesy only by Skamania County Title Company and First American Title Insurance Company, and it is not a part of any Title Commitment or Policy of Title Insurance. This sketch is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this sketch for the locations or dimensions of the property upon this sketch for the locations or dimensions of the property and no liability is assumed for the correctness thereof.

