



BOOK 73 PAGE 646

between **Cecil E. Combs and Alameda I. Combs, husband and wife**
hereinafter called the "seller," and **Dennis D. Holwegner and Paula R. Holwegner, husband and wife**
hereinafter called the "buyer."

WITNESSETH: That the seller covenants to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in **Skamania** County, State of Washington.

A tract of land in the Northeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 7, E.W.M., described as follows:

Beginning at a point on the East right of way line of Chesser Road, said point being 370.9 feet South and 310 feet West of the center of Section 36, Township 3 North, Range 7 E. W. 4., as established; thence North 99 feet; thence East 110 feet to the true point of beginning; thence continue East to a point on the West line of the Gary W. Petersen property; thence South along the West line of the Petersen property to a point that is 210 feet more or less East of the point of beginning; thence West to a point that is 136.6 feet West of the point of beginning; thence North 140 31' West 102.27 feet to the true point of beginning.

The terms and conditions of this contract are as follows. The purchase price is **Twenty-nine thousand and 10/100**

Thirty five hundred and no/100 ----- \$ 500.00

Three hundred sixteen ans. 17/100 ----- \$ 316.17

20th day of November 1977

Three hundred sixteen and 17/100 ----- \$316.17

20th day of March succeeding calendar month and the balance of said

2006-2007 season
2006

date of October 2006

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Columbia Gorge Bank
Bingen, Washington 98605

2. The purchaser agrees to purchase and maintain Fire Insurance to the satisfaction of the

and minimum fire insurance to the market value of the above-described property, said insurance to be in favor of the sellers in the amount of the

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above described premises,

... ..

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October 20, 1977

[illegible]

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THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, being a duly qualified Notary Public for said County and State, do hereby certify that the foregoing is a true and correct copy of the original of the same, as the same appears from the records of said County.

With a few exceptions, the results of the analysis have been stable and that means the data are as good as they can be. The only exception is the case of the 1990-1991 season, when the results were less stable than in other years.

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* The null and void clause is intended to be destructive of any agreements which may be made to violate or have the effect of violating the above clause and shall be null and void for that purpose and shall be of no effect.

the water should be clean to the water and placed in a container on the bottom floor, away from the

the date of the occurrence of any loss or damage to the property covered by the policy, the policy shall be void and the amount of the loss or damage shall be paid to the insured or to the person entitled to the proceeds of the policy, and the amount of the loss or damage shall be paid to the insured or to the person entitled to the proceeds of the policy, and the amount of the loss or damage shall be paid to the insured or to the person entitled to the proceeds of the policy.

None of the above items may be returned to the store, there is no refunding of such instruments with a reasonable exception.

10. If the Seller is not able to deliver the goods within 10 days of the date of closing, a purchaser's liability of title remains in standard form and is not affected by the Seller's Title Insurance Company, insuring the purchase to the full amount of said purchase price.

By contrast, getting to the point where a decision has been made is a breeze.

I hereby agree to indemnify and hold the other party harmless from all claims, damages, costs and expenses, including reasonable attorneys' fees, incurred by the other party as a result of my negligence or willful misconduct.

Any mortgage, deed of trust, or other security interest which is not a lien on real estate, and any mortgage or other obligation, which either is

16. If after a title to land and estate is sought to be existing contract or contract in order which so far as it concerns a said land estate, or

and upon default, Seller agrees to make all payments in accordance with the terms thereof, and upon default, Buyer shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the debt hereby incurred by the Seller.

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1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is set for hereon, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser to seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including, but not limited to, to collect any amount required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, the judgment is to enter the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

5186

No. _____
TRANSACTION EXCISE TAX

OCT 19 1977

Amount Paid 222.00

Skamania County Treasurer

By Roseanne [Signature]

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me

to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

he is the same as

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

Notary Public in and for the State of Washington

Washington 98666



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	<u>3</u>
INDEXED	<u>DIR</u>
INDIRECT	<u>1</u>
RECORDED	
COMPARED	
VALID	

NAME

Ester Agency

ADDRESS

Box 216

CITY AND STATE

White Salmon, Wash.STATE OF WASHINGTON
THIS COUNTY RECORDATION REORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING RECD BY	
<u>Ester Agency</u>	
OF <u>White Salmon, Wash.</u>	
AT <u>1100 P.M.</u> <u>Oct 19</u> <u>1977</u>	
WAS RECORDED IN BOOK <u>73</u>	
OF <u>Section 17</u> AT <u>Page 647</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>St. Todd</u>	
COUNTY CLERK	
<u>G. Menford</u>	