

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TILB

After Recording Return to:

Ronald Reynier  
PO Box 758  
Hood River, OR 97031

MAY 4 11 48 AM '94

*P. Hawry*  
AUDITOR  
GARY M. OLSON

5672 18635  
119340

REAL PROPERTY SALES CONTRACT

BOOK 142 PAGE 904

THIS CONTRACT is entered into between JAMES M. CASE, a single person, as "Seller", and PAUL E. HOLMAN and SHERILYN G. HOLMAN, husband and wife, as "Buyers" with all tax statements to be sent to the address of Buyers until a change is requested (with the plural in the following body of this contract to include the singular when the above heading indicates a singular party).

In consideration of the purchase price and the agreements herein, Seller agree to sell to Buyers and Buyers agree to purchase the following real property in Skamania County, Washington:

A tract of land located in the South half of the Southeast quarter of the Southwest quarter of Section 15, township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Commencing at the section corner common to Sections 16, 15, 21, 22, Township 3 North, Range 10 East of the Willamette meridian; thence South 89 degrees 19' East 1325.65 feet to a point; thence North 1 degrees 50' East 358.76 feet; thence South 63 degrees 13' East 154.41 feet to the point of beginning; thence North 1 degrees 50' East 374.59 feet; thence North 89 degrees 07' East 280.04 feet; thence South 1 degrees 50' West 509.50 feet; thence North 63 degrees 13' West 308.82 feet to the point of beginning.

SUBJECT TO AND EXCEPTING THEREFROM:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing

16567

REAL ESTATE EXCISE TAX

PAID 384.00  
*of Deputy*  
SKAMANIA COUNTY TREASURER

Registered  
Indexed, Dir  
Indirect  
Filing  
Mailed

Glenda J. Kimmel, Skamania County Assessor  
By: *LD* Parcel # 031015-002003  
5-4-94

PHILLIPS REYNIER & SUMERFIELD  
P.O. BOX 758  
714 STATE STREET  
HOOD RIVER, OREGON 97031  
(503) 366-4364

authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, encumbrances, or claims thereof, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.

6. The rights of the public in roads and highways.

7. Reservation of the right to maintain a pipeline across said property, including the terms and provisions thereof, as contained in deed from John A. Kelley, et. al., to Sara A. Hedrick, recorded February 16, 1911, in book N, Page 76, Skamania County Records. (exact location not given)

for the purchase price of THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS. Buyers shall pay NINE THOUSAND FIVE HUNDRED AND 00/100 (\$9,500.00) DOLLARS at closing as a down payment, which sum shall include the note delivered as earnest money. The balance of TWENTY THOUSAND FIVE HUNDRED AND 00/100 (\$20,500.00) DOLLARS shall be paid in monthly installments of FOUR HUNDRED AND 00/100 (\$400.00) DOLLARS, each including

interest at the rate of 10% per annum on the outstanding balance from the date of closing until paid, with the first of such installments to be paid on or before the 1ST day of JUNE, 1994, and subsequent payments on the 1ST day of each month thereafter. All unpaid principal and all accrued but unpaid interest shall be paid in full on the 5th anniversary of the Closing Date. All payments due Seller hereunder shall be made by Buyers at the address provided in the paragraph entitled "Notices" below. In addition, the parties agree:

**PREPAY PRIVILEGES:** Buyers shall have the privilege of increasing any installment or prepaying the whole consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse Buyers from making the regular installments provided for in this contract.

**ASSESSMENTS AND TAXES:** Buyers shall pay before delinquency, all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent, and all levied or assessed against the property and hereafter falling due; except that real estate taxes for year 1994 and personal property taxes for year 1994 shall be prorated. In the event that any taxes, assessments, rents, or charges to be paid by Buyers are paid by Sellers, Buyers shall promptly reimburse Sellers. Upon failure of Buyers to pay any taxes, assessments, rents or charges to be paid by Buyers, Sellers may, at their option, declare a forfeiture of this contract or pay and discharge any such tax, assessment, rent or charge and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of 10% per annum and be due immediately.

**PROOF OF PAYMENT OF TAXES:** Buyers shall provide Sellers with proof that the taxes have been paid in full no later than May 1st and November 1st of each year.

**INSURANCE:** Buyers agree to keep all insurable buildings on said premises insured against loss by fire or other casualty for eighty percent (80%) of its insurable value in a fire insurance company doing business within the state of Washington, with the loss payable to the parties hereto as their interest appears at the time of the loss. Any amount

received by Sellers under any insurance policy in payment of a loss shall be held in abeyance for a period of 40 days. If the costs to repair or replace the loss is of such amount that the insurance payment will meet the costs of the same, or if the insurance payment together with funds put up by the Buyers will meet the costs of the same, and Buyers within 40 days of the date of the loss notify the Sellers in writing that the Buyers intend to repair or rebuild the improvements that were damaged or destroyed and thereafter within 30 days of the date of said loss, repair or reconstruction of the damages has begun and is carried through to completion within a reasonable period of time and if the Buyers are not in default under the terms of this contract, after first exhausting the insurance proceeds available to Buyers, Buyers shall have the right to have the amount of the insurance loss payment received by the Sellers applied to the payment of the costs of the repairs or reconstruction after first furnishing to Sellers evidence that any debts and liens against the premises due to the construction or repairs have been or will be released. If the insurance proceeds are not so applied to repairs or reconstruction within 60 days, then any remaining insurance proceeds shall be applied to the last maturing installments coming due under this contract. In the event that not all insurance proceeds paid to Sellers are utilized by Buyers for repair or reconstruction, said proceeds shall be applied to the last maturing installments coming due under this contract. Buyers agree to promptly deliver the casualty insurance policy or a certificate thereof to Sellers.

If Buyers fails fail to procure insurance, Sellers are authorized to do so and the cost may be added to the balance due hereunder and shall bear interest at the rate of 10% per annum, and shall become due immediately, or Sellers may, at Sellers' option, forfeit this contract for the failure of Buyers to procure insurance.

**POSSESSION:** Buyers shall be entitled to possession of the premises as of the date of the closing of this transaction.

**ASSIGNMENTS:** The rights of the Buyers herein shall not be assigned in whole or in part, voluntarily or by operation of law, without the written consent of the Sellers. If they should be so assigned with or without written consent, the Sellers may at their election, or at any time thereafter, declare the remaining purchase price and interest all due hereunder, immediately due and payable. Consent, once given, shall not waive the requirements of this paragraph as to any subsequent assignment of this contract.

**IMPROVEMENTS, ALTERATIONS AND REPAIRS:** Buyers agree that all improvements now located or which shall hereafter be



placed on the premises shall remain a part of the real property and shall not be removed. Buyers shall not commit or suffer any waste of the property or of any improvements thereon, and shall maintain the property and all improvements now or hereafter placed thereon, in good condition and repair.

**TITLE EVIDENCE:** Sellers shall furnish at their expense a purchaser's title insurance policy in the amount of the purchase price within thirty (30) days from the closing of this transaction insuring Buyers against loss or damage sustained by them by reason of the unmarketability of Sellers' title, or liens or encumbrances thereon excepting the exceptions shown above and the usual printed exceptions in such title insurance policies.

**DELIVERY OF DEED:** Upon payment of the entire purchase price for the property and performance by Buyers of all other terms, conditions and provisions hereof, Sellers shall forthwith deliver to Buyers a Warranty Deed conveying said property free and clear of all liens and encumbrances, except as herein provided and those placed upon the property or suffered to come thereon by Buyers after the date of this contract. Warranties of Sellers are limited to the date of this contract, except for affirmative acts of Sellers thereafter.

**REPRESENTATIONS:** Buyers certify that they have accepted and entered into this contract on the basis of their own examination and personal knowledge of the premises and their opinion of the value thereof; that no attempt has been made to influence their judgment and no representation as to the applicability of laws and regulations of any public authority affecting the premises and the use thereof, conditional or otherwise, has been made by Sellers or by any agent of Sellers; that no representations as to the condition or repair of said premises have been made by Sellers or by any agent of Sellers; that no agreement or promise to alter, repair, or improve said premises has been made by Sellers or by any agent of Sellers; and Buyers take said property and the improvements thereon in the condition existing on the date of this contract.

Buyers have been informed and hereby acknowledge that RONALD H. REYNIER, P.C. is acting as the attorney for the Seller and is not in any manner representing the interest of the Buyers or giving legal advice to Buyers in connection with this contract of sale.

**WAIVER:** Failure by Sellers at any time to require performance by Buyers of any of the provisions hereof shall in no way affect the Sellers' rights hereunder to enforce the same, nor shall any waiver of any breach hereof be held to be

a waiver of any succeeding breach or a waiver of this non-waiver clause.

**SUCCESSOR INTERESTS:** The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

**ATTORNEY FEES-COSTS:** In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the non-defaulting party's reasonable attorney fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorney fees shall constitute an event of default under this contract.

**REMEDIES:** Time is of the essence of this contract. If the Buyers fail to make any payment or perform any obligation hereunder, Sellers shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

(a) To forfeit this contract under Ch. 61.30 RCW, in which event, without limiting any remedies of Sellers as provided by the said statute, all right, title and interest of Buyers and parties claiming an interest in the real and/or personal property subject to this contract shall be cancelled and terminate; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and Sellers shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of Ch. 59.12 RCW.

(b) To declare all amounts payable under this contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney fees; provided, if within thirty (30) days after commencement of such action, Buyers cure the default(s) and pays to Sellers, Sellers' actual attorney fees incurred and other taxable costs of suit, this contract shall be reinstated.

(c) To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

(d) To commence an action for specific performance of Buyers' obligations under this contract (including redress by either a mandatory or prohibitive injunction).

(e) If Buyers are in default under this contract and abandon the real and personal property, if any subject hereto, pending the exercise of other rights or remedies as provided for herein, Sellers may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

Buyers 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 Sellers to Buyers and Buyers shall have failed to remedy said default within fourteen (14) 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 Buyers at the address provided in the paragraph entitled "Notices".

If buyers fail to make any payment when due, a late charge of \$10, plus \$1 for every day said payment is late shall become due and payable as part of the next following installment.

If Buyers shall fail to make payment as herein provided and said failure shall continue for more than fourteen (14) days after the payment becomes due, Buyers shall be deemed in default and Sellers shall not be obligated to give notice to Buyers of declaration of said default.

**NOTICES:** Any notices to be sent by Buyers to Sellers or by Sellers to Buyers with regard to this Real Property Sales Contract shall be mailed by certified mail, return receipt requested, to the address listed below, or such other address as Sellers or Buyers shall provide to each other in writing:

**SELLERS:**

James Case  
2500 Cascade Street  
Hood River, OR 97031

**BUYERS:**

Paul and Sherilyn Holman  
210 Fairview Drive  
Napa, CA 94559

**LIENS, CHARGES AND ENCUMBRANCES:** Buyers shall pay, before a delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by Buyers in this contract or subject to

which this purchase and sale is made; and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Sellers in the property. Notwithstanding anything to the contrary provided above in this paragraph, Buyers shall not be responsible for any liens or encumbrances (or payment of the obligations secured thereby) imposed upon said property subsequent to the date of this contract by or through Sellers unless such liens, encumbrances or obligations are expressly assumed by Buyers.

**USE OF PROPERTY:** Buyers shall not make nor allow any unlawful use of the property. Buyers shall not cut, remove or harvest any marketable timber from the property during the contract term.

**CONDEMNATION:** If the property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this contract. The award for taking shall be deemed to be the property of Buyers, but shall be paid to Sellers to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

**DESTRUCTION OF PROPERTY:** In the event of damage to or destruction of any buildings or improvements upon the property, such damage as between the parties shall be the loss of Buyers and shall not be a ground for rescission of this contract or abatement of purchase price.

**VENUE:** If either party commences an action to enforce rights under this contract, venue of such action, at the option of Sellers, shall lie in Skamania County, Washington.

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.

The undersigned acknowledge receipt of a copy of this contract before signing same.

DATED this 27 day of APRIL, 1994.

SELLERS:

BUYERS:

James M. Case  
James M. Case

Paul E. Holman  
Paul E. Holman

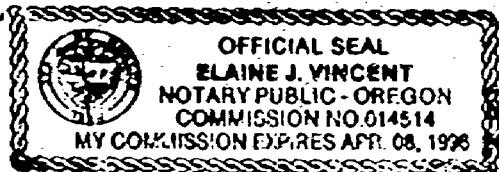


BOOK 142 PAGE 912

Sherilyn G. Holman  
Sherilyn G. Holman

STATE OF OREGON )  
County of HOOD RIVER ) ss.

The foregoing instrument was acknowledged before me  
this 2ND day of MAY, 1994, by James M. Case.



Elaine J. Vincent  
Notary Public for OREGON  
My Commission Expires: 11-8-96

STATE OF CALIFORNIA )  
County of NAPA ) ss.

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by Paul E. Holman.

Notary Public for \_\_\_\_\_

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Napa

On 4-24-94 before me, Bob Herbey, Notary Public

personally appeared Paul E. Holman and Sherilyn G. Holman

☐ personally known to me OR - ☒ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are  
subscribed to the within instrument and ac-  
knowledged to me that he/she/they executed  
the same in his/her/their authorized  
capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s)  
acted, executed the instrument.



Witness my hand and official seal.

Bob Herbey  
SIGNATURE OF NOTARY

**CAPACITY CLAIMED BY SIGNER**

- ☒ INDIVIDUAL(S)  
☐ CORPORATE  
OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_  
☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ SUBSCRIBING WITNESS  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING**  
NAME OF PERSON(S) OR ENTITY: \_\_\_\_\_

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:**

Title or Type of Document Real Property Sales Contract  
Number of Pages 9 Date of Document 4-24-94  
Signer(s) Other Than Named Above No other signers