

128519

BOOK 166 PAGE 624

Return Address:

*Clickitat Valley Bank*  
*Attn: Linda Creager*  
*PO Box 279*  
*White Salmon, WA 98672*

FILED FOR RECORD  
SKAMAHWA CO. WASH.  
BY *Clickitat Valley Bank*

JUN 27 3 43 PM '97

*P. Olson*  
AUDITOR  
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. <i>Note for Motion Docket</i> 2. <i>Motion and Certified Statement for Order of Default &amp; Judgment</i> 3. <i>Certified Statement of Linda Creager Re: Sum Certain</i> 4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. <i>Combs, Gerald L. et ux dba</i> 2. <i>Clickitat Valley Market</i> 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. <i>Clickitat Valley Bank</i> 2. 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
<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	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel #'s 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.	

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DATE OF TRANSMITTAL  
I hereby certify that a copy of this to the at-  
torney for the State of Washington by mail, postage  
prepaid, on or before the date of the State of  
Washington, June 25, 1997, and correct.  
Yakima, WA

BOOK 166 PAGE 625

*[Signature]*

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAMANIA

KLICKITAT VALLEY BANK, )  
Plaintiff, ) NO. C 97-23  
v. ) NOTE FOR MOTION DOCKET  
GERALD L. COMBS and DEBORAH )  
L. COMBS, husband and wife, )  
d/b/a KLICKITAT VALLEY MARKET, )  
Defendants. )

TO: DEFENDANTS ABOVE-NAMED AND THEIR COUNSEL OF RECORD  
AND TO: CLERK OF THE SKAMANIA COUNTY DISTRICT COURT

TAKE NOTICE that this case will be set for hearing in  
Skamania County District Court on the motion of Plaintiff as  
follows:

DAY, DATE, TIME: MONDAY, JULY 7, 1997; 11:00 a.m., or as  
soon thereafter at this matter can be  
heard  
LENGTH OF TIME: 15 minutes  
JUDGE (if applicable): NA  
NATURE OF MOTION: MOTION FOR ORDER OF DEFAULT AND JUDGMENT  
THEREON

If you (or your attorney on your behalf) do not appear in  
court at the time shown above, the relief requested in the motion  
may be granted by the court in your absence.

DATED this 18 day of June, 1997.

VELIKANJE, MOORE & SHORE, INC., P.S.  
By *[Signature]*  
Carter L. Fjeld, WSBA # 11290  
Attorneys for Plaintiff

NOTE FOR MOTION DOCKET - 1  
IND/97-0446.6/1ao

LAW OFFICES OF  
VELIKANJE, MOORE & SHORE, INC., P.S.  
405 East Lincoln Avenue  
Post Office Box C2550  
Yakima, Washington 98907  
509/248-6030

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CERTIFICATE OF TRANSMISSION

I hereby certify that we sent a copy of this document to the following persons for their review and approval, and that the copy was prepared, signed, and filed in accordance with the provisions of the Washington State Rules of Civil Procedure, and that the copy was filed in the County of Skamania, Washington, on June 25, 1997.

BOOK 166 PAGE 626

*[Signature]*

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAMANIA

Klickitat Valley Bank,

Plaintiff,

v.

GERALD L. COMBS and DEBORAH  
L. COMBS, husband and wife,  
d/b/a Klickitat Valley Market,  
Defendants.

NO. C 97-23

MOTION AND CERTIFIED STATEMENT  
FOR ORDER OF DEFAULT AND  
JUDGMENT THEREON

COMES NOW Plaintiff, by and through its attorney, CARTER L. FJELD, and moves the court for an Order of Default against Defendants as Defendants have failed to answer the Complaint within the time required by law.

This Motion is based upon the pleadings herein, Certified Statement of Plaintiff's attorney and the Certified Statement of Linda Creager herein.

DATED this 18 day of June, 1997.

VELIKANJE, MOORE & SHORE, INC., P.S.

By *[Signature]*  
Carter L. Fjeld, WSBA # 11290  
Attorneys for Plaintiff

MOTION AND CERTIFIED STATEMENT FOR - 1  
ORDER OF DEFAULT AND JUDGMENT THEREON  
IND/97-0445.6/lao

LAW OFFICES OF  
VELIKANJE, MOORE & SHORE, INC., P.S.  
405 East Lincoln Avenue  
Post Office Box C2550  
Yakima, Washington 98907  
509/248-6030

CERTIFIED STATEMENT

1  
2 I, CARTER L. FJELD, certify under penalty of perjury  
3 under the laws of the state of Washington, that the following is  
4 true and correct:

5 1. I am the attorney for Plaintiff herein and as such  
6 am authorized to make this Certified Statement and do so of my  
7 personal knowledge and belief;

8 2. Venue for this action is proper as Defendants  
9 reside in Skamania County;

10 3. Defendants were duly and regularly served on May  
11 28, 1997 as more fully appears in the Affidavit of Service on  
12 file herein;


13 4. To my knowledge and belief, based upon my  
14 knowledge of Defendants' residence and occupation, Defendants  
15 are not presently on active military service with any of the  
16 armed forces of the United States of America;

17 5. Pursuant to the bank account signature card  
18 executed by Defendants and the Deposit Account Agreement and  
19 Disclosure (copies of which are attached hereto as Exhibits "A"  
20 and "B," respectively, and incorporated herein by this  
21 reference) Plaintiffs are entitled to their reasonable attorney  
22 fees and costs;

23 6. Defendants GERALD L. COMBS and DEBORAH L. COMBS,  
24 husband and wife, d/b/a KLUCKITAT VALLEY MARKET have failed to  
25 appear or have appeared but failed to answer or plead in any  
26 manner in this action;

27 7. The time provided by law for so appearing and  
28 pleading has expired and Defendants are now in default.

29 8. This Certified Statement is executed at Yakima,  
30 Washington this 24 day of June, 1997.

31  
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33   
34 Carter L. Fjeld  
35

MOTION AND CERTIFIED STATEMENT FOR - 2  
ORDER OF DEFAULT AND JUDGMENT THEREON  
IND/97-0445.6/lao

LAW OFFICES OF  
VELIKANJE, MOORE & SHORE, INC., P.S.  
405 East Lincoln Avenue  
Post Office Box C2550  
Yakima, Washington 98507  
509/248-6030

CERTIFICATE OF TRANSMITTAL

I hereby certify that I have sent a copy of this to the attorneys for the plaintiff/defendants by mail, postage prepaid, or by other means. I am under penalty of perjury under the laws of the State of Washington that this is true and correct.  
Yakima, WA

BOOK 166 PAGE 628

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAMANIA

Klickitat Valley Bank,

Plaintiff,

v.

Gerald L. Combs and Deborah

L. Combs, husband and wife,

d/b/a Klickitat Valley Market,

Defendants.

NO. C 97-23

CERTIFIED STATEMENT OF LINDA  
CREAGER RE: SUM CERTAIN

I, the undersigned, certify under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am an employee of Plaintiff herein and the custodian of the books and records pertinent to the instant cause of action and, as such, am authorized to make this statement.

2. Defendants maintained checking account number 10002593 with Plaintiff.

3. Defendants have written checks on that account which exceed the balance of the account, creating a deficit balance owing to Plaintiff.

4. The balance presently due on this checking account is \$1,631.32, plus late charge thereon at the rate of 12% APR from December 11, 1996 to the date of judgment.

5. This Certified Statement is executed at White Salmon, Washington this 26th day of June, 1997.

Linda Creager  
Linda Creager

CERTIFIED STATEMENT OF WILLIAM - I  
HUMPHREYS RE: SUM CERTAIN  
IND/97-0443.6/lao

LAW OFFICES OF  
VELIKANJE, MOORE & SHORE, INC., P.S.  
405 East Lincoln Avenue  
Post Office Box C2550  
Yakima, Washington 98907  
509/248-6030



## Klickitat Valley Market

ACCOUNT NUMBER  
10002593☒ Sole Proprietorship ☐ Partnership/Joint Venture ☐ Lodge/Society/Unincorporated Organization

Account Holder Name(s): Klickitat Valley Market

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Mailing Address: 13231 Cook-Underwood Rd

City, State, Zip Code: Underwood, Wa 98651

Telephone Number: 509 369-4400 TIN: 91-1696000

Number of Signatures Required: \_\_\_\_\_ CIF Number: \_\_\_\_\_

Signatures of Authorized Individuals (Please Print or Type Name &amp; Title Below Signature)

1X <u>Deborah Combs</u>	3X
Name <u>Deborah Combs</u>	Name _____
2X <u>Gerald Combs</u>	4X
Name <u>Gerald Combs</u>	Name _____

The authorized Agent(s) signing above agree(s) that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Rate and Fee Schedule, the Time Certificate of Deposit Agreement (if applicable), the Funds Availability Policy Disclosure and the Electronic Funds Transfer Agreement and Disclosure if requested below, as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

☒ Mail all statements☐ Check if Electronic Funds Transfer (EFT) services requested.☐ Hold all statements

## ACCOUNT INFORMATION - FOR BANK USE ONLY

ACCOUNT TYPE <u>Bus 12</u>			OPENED BY <u>SC</u>	
ACCOUNT NUMBER <u>10002593</u>			OFFICER _____	
DATE OPENED <u>10-23-95</u>	OPENING DEPOSIT <u>3,100.00</u>	ATM CARD	VERIFIED BY	ACCOUNT INITIATED BY WITH <u>K.V.B.</u>
DATE CLOSED <u>2-6-97</u>	CLOSING BALANCE <u>1685.12</u>	CLOSED BY <u>Bank</u>	STATEMENT PREPARATION	<u>Change made to add overdrawn bal</u>

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EXHIBIT 'A'

BOOK 166 PAGE 630

**DEPOSIT  
ACCOUNT  
AGREEMENT  
AND  
DISCLOSURE**

EXHIBIT "B"

responsibility to examine your statements or change the time limits for notifying us of any errors.

**WHOLESALE WIRE AND ACH TRANSACTIONS.** From time to time you may be a party to an Automated Clearing House ("ACH") entry or a wholesale (wire) funds transfer which may be credited to your account. The Uniform Commercial Code Article 4A governs wholesale wire transfer as well as any commercial ACH credit entry and any consumer ACH credit entry excluded from the Electronic Funds Transfer Act. The Electronic Funds Transfer Agreement and Disclosure provided to you (if applicable) reflects our policies relating to the electronic funds transfers governed by the Electronic Funds Transfer Act.

(a) **Provisional Payment.** Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agreed that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(b) **Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you, but we are not required to give next day notice to you of receipt of an ACH item, and we will not do so.

**NOTICES.** The following provisions pertain to notices relating to your Account.

(a) **Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders.

(b) **Name and Address Changes.** It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

**ACCOUNT TERMINATION.** We may terminate your Account at any time without notice to you. For security reasons, we may require you to close your Account and to open a new account if (1) there is a change in authorized signers, (2) there has been a forgery or fraud reported or committed involving your Account, (3) any Account checks are lost or stolen, (4) you have too many transfers from your Account, or (5) any other provision is violated. You may terminate your Account by notifying us in writing. We are not responsible for payment of any check, withdrawal, or other item once your Account is terminated.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state in which we are located. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, then such law, regulation, or rule will prevail.

**MISCELLANEOUS PROVISIONS.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for this Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.