

**AFTER RECORDING MAIL TO;**  
**ROSS R. RAKOW**  
117 East Main St.  
Goldendale, Wa. 98620

Document Title(s) (or Transactions contained herein)

1. Real Estate Contract

Reference Number(s) of Documents assigned or released.

None

Grantor(s):

1. Combelic, James
2. Combelic, Kathleen

**REAL ESTATE EXCISE TAX**

24867  
APR 25 2005

Grantee(s):

1. Holmes, James
2. Holmes, Cindy S.

PAID

\$1989.<sup>00</sup>

*Audrey Fisher Deputy*  
SKAMANIA COUNTY TREASURER

Abbreviated Legal Description as follows:

Gary H. Martin, Skamania County Assessor

Date 4-20-05 Parcel # 02-06-34-00-0111-00 Book B, Page 58 KC.

LOT 4 SPRING LANE ESTATES, according to the duly recorded Plat thereof, records of the office of the Auditor of said county.

Treasurer's Parcel #02-06-34-00-0111-0

Subject to those usual easements, restrictions and limitations of public record and as are visually apparent.

# REAL ESTATE PURCHASE AND SALE AGREEMENT

**1. Sellers,** James Combelic and Kathleen Combelic, husband and wife, hereafter referred to as "Sellers", and **Purchasers** James Holmes and Cindy S. Holmes, husband and wife, acting in joint tenancy with right of survivorship, hereafter referred to as "purchasers", hereby agree to purchase the following described real property upon the following terms and conditions.

## **2. Real Property:**

All of Sellers' right, title and interest in and to the following described real property, hereafter collectively referred to as the "premises", all upon the following terms and conditions, in Skamania County, State of Washington, more fully described as follows:

Gary H. Martin, Skamania County Assessor

Date 4-20-05 Parcel # 02-06-34-00-0111-00 Book B, Page 58 KC.

LOT 4 SPRING LANE ESTATES, according to the duly recorded Plat thereof, records of the office of the Auditor of said county.

Treasurer's Parcel # **02-06-34-00-0111-0**

Subject to those usual easements, restrictions and limitations of public record and as are visually apparent.

Sellers make no warranties nor have they made any representations to Purchasers regarding the condition of the premises whatsoever. Purchasers agree that they have inspected the subject premises together with the improvements thereon and accept the same in their present condition.

**3. Price and Terms:** The total purchase price of the real property is ONE HUNDRED THIRTY THOUSAND (\$130,000.00) Dollars. THIRTY THOUSAND (\$30,000.00) Dollars have been paid by the time of closing in the transfer of real property to Sellers. Purchasers shall pay the remaining balance of the purchase price in equal monthly payments of Seven Hundred and Ten and no/100 (\$710.00) each, or more, with the first such payment due on the 15<sup>th</sup> day of April, 2005. Like payments shall be due on the like date of each month thereafter until the entire outstanding balance of the principal and accrued interest shall have been paid in full. Purchasers may pay the entire balance at any time without penalty.

The outstanding balance of the purchase price shall at all times bear interest at the rate of eight per cent (8%) per annum. From each payment so made shall first be deducted the interest due upon the principal and the remainder shall be applied to reduce the principal. Payments that are received by Sellers more than ten days beyond the due date shall bear a

penalty of \$50.00 each in addition to all other remedies of Sellers herein.

The Purchasers shall forward all payments and each party shall forward any other notices or communications of any kind in relation to this agreement in care of each at those addresses set forth on the last page hereof. It shall be the responsibility of each party to advise the other of any change of address.

**4. TITLE INSURANCE:** -- Sellers shall furnish purchasers a policy of title insurance showing title to be free of encumbrances, limitations or restrictions other than as acceptable to purchaser the cost of which Sellers shall pay. Purchasers have furnished Sellers an acceptable policy of title insurance showing title to be free of encumbrances, limitations or restrictions or as are acceptable to Sellers for the real property furnished to sellers as a downpayment. Purchasers acknowledge that they have read a copy of the preliminary report furnished by Skamania County Title Company and accept the condition of the title by the execution of this agreement.

**5. ASSESSMENTS & TAXES:** -- Purchasers shall pay before delinquency all taxes and assessments. In the event any taxes or assessments to be paid by Purchasers are paid by Sellers, Purchasers shall promptly reimburse Sellers. Upon failure of Purchasers to pay any taxes or assessments, 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, and bear interest at the rate of twelve (12%) per annum, and be due immediately, or Sellers may, at it's election, bring suit for the recovery of such sums, together with interest and attorney's fees as hereinafter provided. Purchasers shall pay the remainder of real property taxes for 2004 or 2005 prorated from the date of closing as the case may be.

**6. IMPROVEMENTS:** -- All improvements now existing, or as may hereafter be made to or placed on the property, shall become a part thereof and shall not be removed.

**7. USE OF PROPERTY:** -- Purchasers shall not make nor allow any unlawful use of the property.

**8. 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 made for the taking shall be deemed to be the property

of Purchasers, but shall be paid to Sellers to apply upon the purchase price, not exceeding any amounts then unpaid thereunder.

**9. DEED:** -- When Purchasers have fully performed this contract, Sellers shall cause to be delivered to Purchasers a statutory warranty deed conveying the property free and clear of all encumbrances save and except; any and all easements, limitations, and/or restrictions of record and as may be visually apparent; those encumbrances as herein above set forth; and/or as agreed to by Purchasers. Warranties of title by Sellers are limited to the date of this contract except for affirmative acts of Sellers thereafter.

**10. Sellers' Remedies:** In the event the Purchasers are in default under this contract, the Sellers may at it's election, take any of the following courses of action:

(a) Suit for Delinquencies: The Sellers may institute suit for any installment amount or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by Sellers as of said date pursuant to the provisions of this contract, together with interest on all of said amount at the default rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection; or

(b) Acceleration: Upon giving the Purchasers not less than fifteen (15) days written notice of their intent to do so (within which time any monetary defaults may be cured without regard to the acceleration), and if the default is in the nature a failure to timely pay any principal, interest, insurance premium, tax, assessment, or other sum of money required to be paid herein, or if the Purchasers commit waste on the property, the Sellers may declare the entire unpaid balance of the purchase price and all interest then due and payable and institute suit to collect such amounts, together with any sums advanced by the Sellers pursuant to the provisions of this contract, and together with interest on all of said sums at the default rate from the due date or date of each such advance to and including the date of collection; or

(c) Forfeiture and Repossession: The Sellers may cancel and render void all rights, titles and interest of the Purchasers and their successors in this contract and in the property including all of Purchasers' then existing rights, interest and estates therein (and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to R.C.W. 6.30.040-070. Upon the forfeiture of this contract the Sellers may retain all payments made hereunder by the Purchasers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchasers and any and all persons holding by, through or under

the Purchasers who were properly given Notice of Intent to Forfeit and the Declaration of Forfeiture. In such event that Purchasers or any person or persons holding by through or under them remain in possession of the property more than ten (10) days after such forfeiture, the Purchasers, or such person or persons, shall be deemed tenants-at-will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Purchasers, and/or such person or persons in any such proceedings, the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Sellers' reasonable attorney's fees.

(d) Specific Performance: The Sellers may institute suit to specifically enforce any of the Purchasers' covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

(e) Receivership: The parties hereto recognize and agree that in the event of default by the Purchasers in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the property, forfeiting this contract, or in obtaining possession of the property by judicial process could cause irreparable damage to the Sellers and to the property or the possible acceleration of the debts secured by the prior encumbrances. Therefore, the Purchasers hereby expressly agree that in the event of any default under this contract which is not cured, the Sellers shall have the right to apply to the Superior Court of the county in which the real property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion of all of the property in the name of the Purchasers on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the property as the receiver may deem advisable, and to receive all rents and income that are so received, to apply all of the debts and obligations for which the Purchasers is liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, prior encumbrances, taxes, assessments, insurance premiums, utility bills and costs of operating, maintaining, repairing and managing the property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchasers under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchasers without interest.



(f) **Property Rental:** In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchasers and the Sellers, and the Purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchasers agree that they will occupy the property as tenants-at-will, and the Purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy-at-will, a fair market rental in the amount then agreed to by the parties, or, in the absence of such agreement or until such agreement is reached, in an amount equal to two (2) times the installment as and when proved for in the specific terms hereof, and the Sellers shall have, in addition to all other remedies for the collection of rentals and the recovery of possession for the collection of rentals and the recovery of possession that are available to the landlords under the laws of the State of Washington, the right to institute and maintain any action for summary possession of the property as provided by law.

**11. PURCHASERS' REMEDIES** -- In the event the Sellers should default in any of its obligations under this contract and such default continues for fifteen (15) days after the Purchasers give the Sellers written notice specifying the nature thereof and the acts Sellers are required to cure the same, the Purchasers shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchasers at law or in equity. If Purchasers elect to pay, or has specifically assumed any underlying obligation of Sellers to third parties which is in any manner an encumbrance against this property, then after giving the notice as above set forth, such payments may be made by Purchasers to such third party to the extent necessary to avoid a default in such encumbrance and when so made shall be credited upon the unpaid balance of the purchase price.

**12. REMEDIAL ADVANCES** -- If either party to this contract shall fail to timely pay and discharge any payments of sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of any prior encumbrances, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default. Upon affording the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchasers fail to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to person or property or any foreclosure of or a similar action against or affecting any portion of the property, in which cases such notice may be given

concurrently with or immediately following such payment) the party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees together with interest on said expenditures and fees at the default rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is affected.

**(13) CUMULATIVE REMEDIES, - WAIVERS:** -- The remedies stated herein are cumulative and not mutually exclusive and the Sellers or the Purchasers may pursue any other further remedies to enforce their respective rights under this contract; provided however, except as provided in his contract with respect to the Purchasers' transfer of the property, the Sellers shall not have the right to accelerate the remaining balance of the purchase price in the event the Sellers elect to forfeit the Purchasers' interest in the property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security Sellers or any other person shall be asserted, and the Purchasers waive any legal and equitable rights that the Purchasers may have with respect to the marshaling of assets. The Sellers shall not be required to tender its deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension there, shall not be considered a waiver of such party's rights to pursue any remedy hereunder for subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

**(14) COSTS & ATTORNEY'S FEES:** -- If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including,

without limitation, court costs, increased costs of expert witnesses, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action to enforce any provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its' court costs, increased costs of expert witnesses and reasonable attorneys' fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

**(15). NOTICES** -- Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the specific terms of the contract. Either party may change such address for giving and receiving notices and, unless payments are to be made to an escrow or collection account, the Sellers may change the address for payments, by designating the same to the other party hereto in the manner herein above set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective two (2) business days following the deposit thereof in the U. S. Mail, regardless of the actual date of receipt of such notice by the addressee. The addresses of the parties are set forth under their signatures affixed hereto. Purchasers agree that their failure to notify of a change of address as herein called for shall conclusively entitle Sellers to rely upon the address hereafter set forth for any and all purposes.

**(16) TIME OF PERFORMANCE:** -- Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

**(17) LEGAL RELATIONSHIPS:** -- The parties to this contract execute the same solely as a Sellers and as a buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to



make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefitted by this contract. Any married person executing this contract hereby pledges his or her separate property and marital communities, if any, in satisfaction hereof, unless by the terms hereof are expressly otherwise set forth on page one.

**(18) SUCCESSORS** -- Subject to the restrictions contained herein, the rights and obligations of the Sellers and the Purchasers shall inure to the benefit of and be binding upon the respective estates, heirs, executors, administrators, successors, successors in trust and assigns; PROVIDED HOWEVER, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need to be given.

**(19) APPLICABLE LAW** -- This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the real property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

**(20) ENTIRE AGREEMENT:** This contract including contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written or oral, with respect to this transaction (including but not limited to earnest money agreements, if any). Neither the Sellers nor the Purchasers shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument.



STATE OF WASHINGTON )

ss.

COUNTY OF SKAMANIA )

This is to certify that on this day personally appeared before me James Holmes and Cindy S. Holmes, his wife, to me known to be the individuals described in and who executed the within and foregoing, and acknowledged that they signed the same as their free and voluntary act and deed done for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of December, 2004. *Real Estate Contract*

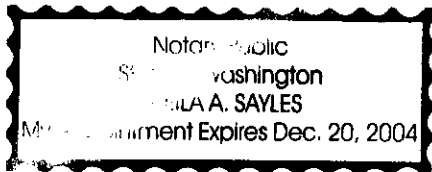
*Sheila A. Sayles*

Notary Public in and for the State of Washington, residing at *Yone*

*Cindy S Holmes*

*put the*

*my appointment expires Dec 20, 2004*



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