



01512

## REAL ESTATE CONTRACT

BOOK 78

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THIS CONTRACT, made and entered into this 30th day of October, 1980  
 between ROGER MALPATT AND LORETTA L. MALPATT, husband and wife  
 hereinafter called the "seller," and GLEN L. SHOEMAKER AND JOYCE E. SHOEMAKER, husband and wife  
 hereinafter called the "purchaser,"

WITNESSTHAT the seller agrees 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:

Lot 47 of WASHOUGAL RIVERSIDE TRACT according to the Official Plat thereof on  
 file and of record at Page 81 of Book "A" of Plats, records of Skamania County,  
 Washington.

The terms and conditions of this contract are as follows: The purchase price is Fourteen Thousand and no/one  
 hundred----- (\$ 14,000.00 ) Dollars, of which  
 One thousand five hundred and no/one hundred----- (\$ 1,500.00 ) Dollars have  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
 One hundred fifty seven and eighty three/one hundred----- (\$ 157.83 ) Dollars  
 or more at purchaser's option on or before the first day of December, 1980 and  
 One hundred fifty seven and eighty three/one hundred----- (\$ 157.83 ) Dollars  
 or more at purchaser's option on or before the first day of each succeeding calendar  
 month until the balance of said purchase price shall have been fully paid. The  
 purchaser further agrees to pay interest on the diminishing balance of said purchase  
 at the rate of 12 percent per annum from the 31st day of October, 1980, which interest  
 shall be deducted from each installment payment and the balance of each payment  
 applied in reduction of principal.

No. 7807  
 TRANSACTION EXCISE TAX

OCT 31 1980

Amount Paid, \$14,000.00  
 By Skamania County Treasurer

All payments to be made hereunder shall be made at  
 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be October 31, 1980.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor  
 and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed pay-  
 ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject  
 to any taxes or assessments now or hereafter a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said  
 real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-  
 able to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all  
 policies and receipts thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns  
 shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the  
 assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-  
 ment relied on is contained herein or in a writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazard of damage to or destruction of any improvements now on said real estate or here-  
 after placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage,  
 destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use,  
 the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to  
 the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or  
 a portion of such condemnation award to his rebuilding or restoration of any improvements damaged by such taking. In case of  
 damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable  
 expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable  
 time, unless purchaser elects that said proceeds shall be paid to the seller for application in the purchase price herein.

(5) The seller has delivered, or agrees to deliver, within 14 days of the date of closing, a purchaser's policy of title insurance in standard  
 form, or a commitment therefor, issued by SAFECC Title Insurance Company, insuring the purchaser to the full amount of said purchase price  
 against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than  
 the following:

- Printed general exceptions appearing in said policy form,
- Easements or burdens which by the terms of this contract the purchaser is to assume, or as to which the conveyance  
 hereunder is to be made subject to;
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-  
 tion, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed  
 defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is obligated to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments then falling due on seller under this contract.

(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 of fulfillment 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:

Seller's grant the Purchaser's the right to remove remaining trees and brush from property.

(8) Unless a different date is provided for herein, 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 paid, shall be repayable by purchaser on 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 at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment 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 sums 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, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums 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.

STATE OF WASHINGTON,  
County of Skamania } ss.

On this day personally appeared before me Roger Malfait & Loretta L. Malfait, husband and wife  
Glen J. Shoemaker and Joyce E. Shoemaker, husband and wife  
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 1980

Notary Public in and for the State of Washington  
residing at Washington

WHEN RECORDED, RETURN TO

91512

SAFECO SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED

INDEXED: DEL

INDEXED: DEL

RECORDED

COMPARED X

WAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Roger Malfait

OF 1330 E. Washington

AT 11:25 A. M. 10-31-80

WAS RECORDED IN BOOK 78

OF 241 AT PAGE 241

RECORDS OF SKAMANIA COUNTY, WASH.

ALL CORRECT

NOTARY PUBLIC