

## REAL ESTATE CONTRACT

For Unimproved Property

Sk-12419  
J-5-32-C-100  
2-5-92-H-500

THIS CONTRACT, made this 3rd day of July, 1981 between

ROGER MALFAIT &amp; LORETTA L. MALFAIT, husband and wife hereinafter called the "seller" and

DENNIS R. JOHNSON &amp; KATHLEEN L. JOHNSON husband and wife hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

ATTACHED:

Free of incumbrances, except: None



No. 8303  
TRANSACTION EXCISE TAX

JUL 1 1981  
Amount Paid 270.00

Skamania County Treasurer  
By Beverly J. Halliday, Cgo

On the following terms and conditions: The purchase price is Twenty Seven Thousand and no/one hundred (\$27,000.00) dollars, of which Eight Thousand Five hundred and no/one hundred (\$8,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Two hundred and no/one hundred (\$200.00) Dollars, or more at purchaser's option, on or before the 3rd day of August 1981 and Two hundred and no/one hundred (\$200.00) Dollars, or more at purchaser's option, on or before the 3rd day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 10 per cent per annum from the 3rd day of July 1981, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at

or at such other place, as the seller may direct in writing.

Purchaser's agree to cash out Seller's equity on or before ten years (10) from date of this contract.

The purchaser may enter into possession on recording

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is 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 next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a fulfillment warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*Roger Malfait* (Seal)  
*Loretta L. Malfait* (Seal)  
*Dennis R. Johnson* (Seal)  
*Kathleen L. Johnson* (Seal)

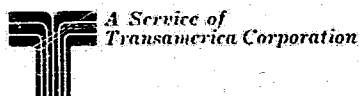
STATE OF WASHINGTON,  
 County of Skamania } ss.

On this day personally appeared before me Roger Malfait & Loretta L. Malfait, husband and wife and Dennis R. Johnson and Kathleen L. Johnson, husband and wife to me known to be the individual 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 3rd day of July, 1981

*Russell H. Kellard*  
 Notary Public in and for the State of Washington,  
 residing at Vancouver

## Transamerica Title Insurance Co



Filed for Record at Request of

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City and State \_\_\_\_\_

Registered  
 Indexed, Dir. \_\_\_\_\_  
 Indexed \_\_\_\_\_  
 Filed \_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE.

STATE OF WASHINGTON ) SS  
 TO: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 IN: \_\_\_\_\_  
 AT: \_\_\_\_\_  
 ON: 9:45 A July 7, 81  
 DEED 940  
 REC'D \_\_\_\_\_  
 E. Mesford DEPUTY

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5. EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER ON THE WEST LINE OF SAID SECTION 32, SAID POINT BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY ORAL E. WILSON AND SHIRLEY J. WILSON, HUSBAND AND WIFE, TO ROGER MALFAIT AND LORETTA MALFAIT, HUSBAND AND WIFE, BY DEED RECORDED IN BOOK 74 OF DEEDS AT PAGE 900, UNDER AUDITOR'S FILE NO. 86486; THENCE SOUTH  $89^{\circ} 16' 31''$  EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 32, A DISTANCE OF 1320.0 FEET TO THE SOUTHEAST CORNER OF SAID MALFAIT TRACT, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH  $0^{\circ} 43' 17''$  EAST ALONG THE EAST OF LINE SAID MALFAIT TRACT 660.0 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH  $89^{\circ} 16' 31''$  WEST ALONG THE NORTH LINE OF SAID MALFAIT TRACT A DISTANCE OF 323.16 FEET; THENCE SOUTH  $0^{\circ} 43' 17''$  WEST PARALLEL WITH EAST LINE OF SAID MALFAIT TRACT A DISTANCE OF 676.81 FEET TO AN ANGLE POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 32; THENCE SOUTH  $23^{\circ} 09' 57''$  EAST A DISTANCE OF 350.48 FEET TO A POINT ON THE ARC OF A CUL-DE-SAC HAVING A RADIUS OF 45.0 FEET; THENCE ALONG THE ARC OF SAID CUL-DE-SAC ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.67 FEET TO A POINT THAT BEARS SOUTH  $51^{\circ} 42' 57''$  WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH  $51^{\circ} 42' 57''$  EAST A DISTANCE OF 540.05 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LOT 2 OF THE MALFAIT SHORT PLAT NO. 3 AS RECORDED IN BOOK 2 OF SHORT PLATS, AT PAGE 220 UNDER AUDITOR'S FILE NO. 92623, RECORDS OF SKAMANIA COUNTY, WASHINGTON.