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(UNIMPR.)

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between ROGER MALFAIT and LORETTA MALFAIT, husband and wife,

hereinafter referred to as "Seller", and DOUGLAS L. HOFFMAN and JUDITH D. HOFFMAN, husband and wife,

hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property, upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

Lot 1 of the R. Malfait Short Plat as recorded in Book 3 of Short Plats, page 51, records of said County. SUBJECT TO road easement over the South 60 feet of the above parcel as delineated on said Short Plat.

APR 1985 RECEIVED SKAMANIA COUNTY AUDITOR STEVENSON, WASH.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Jeff Miller
335 NE 5th Camas
AT 4:00 4-29 1985
WAS RECORDED IN VOL. 84 PAGE 520
RECORDS OF SKAMANIA COUNTY WITH
Mary M. Clark
AUDITOR
E. Mosier DEPUTY

10280

No. 10280
EXCISE TAX
APR 29 1985
Amount Paid $45,000
Skamania County Treasurer
By Lauralee Andrews Deputy

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00), of which Purchaser has paid to Seller the sum of FIVE THOUSAND AND

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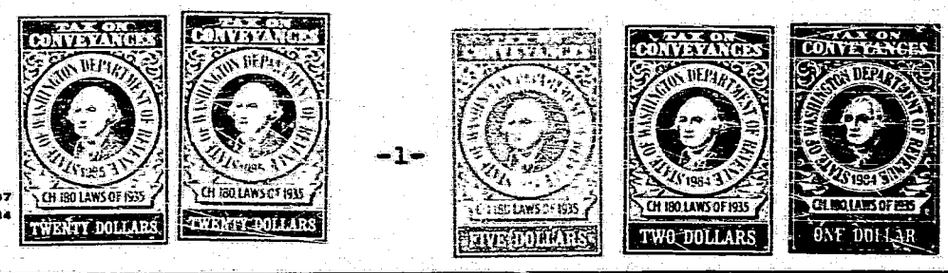
CAMAS WASHINGTON 98607
AREA CODE 206 — TELEPHONE 834



NO/100 DOLLARS ($5,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the sum of $40,000.00 shall be due and payable by Purchaser to Seller in monthly installments of FOUR HUNDRED AND NO/100 DOLLARS ($400.00), or more at Purchaser's option, commencing on September 5, 1982, and shall continue on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining principal balances of the purchase price shall bear interest from August 5, 1982, at the rate of ELEVEN AND ONE-HALF PERCENT (11-1/2%) per annum, and the monthly installments shall be first applied to the interest accruing from month to month, and the balance shall be credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the first half of 1982 . Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on August 5, 1982, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

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AREA CODE 206—TELEPHONE 834-3502

or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS: NONE

IN WITNESS WHEREOF, the parties have signed this instrument this 9th day of January, 1985.

Roger Malfait
Loretta Malfait

SELLER

Douglas L. Hoffman
Judith D. Hoffman

PURCHASER

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me ROGER MALFAIT, LORETTA MALFAIT, DOUGLAS L. HOFFMAN and JUDITH D. HOFFMAN, 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 9th day of January, 1985.

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

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