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BOOK 85 PAGE 308



REAL ESTATE CONTRACT

THIS AGREEMENT made this day between ELDON D. HELLER and J. COLLEENE HELLER, husband and wife, and ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife, hereinafter called "Sellers", and CHARLES D. JONAS and LINDA L. JONAS, husband and wife, of MPO 08L Sportsman Road, Washougal, WA 98671, hereinafter called "Buyers",

WITNESSETH:

1. PREMISES SOLD: That the Sellers will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Sellers, their heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

A tract of land located in the North Half of the Northeast Quarter of Section 6 Township 1 North, Range 5 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of a tract of land conveyed to Eldon D. Heller et ux, by deed dated April 12, 1968, and recorded at page 15 of Book 59, records of Skamania County, Washington and the True Point of Beginning thence South 87°26' East along the South line of said tract 180 feet to the Southwest corner of a tract of land conveyed to Eldon Heller et ux by deed recorded at page 102 of Book 64, records of Skamania County, Washington, thence North 240 feet, more or less, to the center of Sportsman Road; thence Northwesterly along the center line of Sportsman Road to a point that is 279.38 feet North of the Point of Beginning, thence South 02°34' West 279.38 feet to the True Point of Beginning.

EXCEPT any portion lying within Sportsman Road.

2. PURCHASE PRICE: The purchase price for said real property is the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), of which the Buyers have paid unto the Sellers the sum of \$2,000.00, receipt of which is hereby acknowledged by the Sellers, and the balance of \$8,000.00 shall be paid in monthly installments of \$150.00, or more, commencing on the 1st day of December, 1985, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest, shall be paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of ten (10%) percent per annum computed from November 6, 1985, until said balance of the purchase price, together with interest is paid in full.

Buyers reserve the right to pay the balance due on this contract in full at any time without penalty.

All payments under this contract shall be made to the Sellers' order at Riverview Savings Association, 700 N.E. Fourth Avenue, Camas, Washington 98607, or at such other place as the Sellers shall in writing direct.



Registered
Indexed
Filed
Mailed

REAL ESTATE EXCISE TAX
NOV 18 1985

PAID \$107.00
K. J. Hollenbeck
SKAMANIA COUNTY TREASURER

This document is on file with County subdivision ordinances.

3. LATE CHARGE: In the event the Buyers shall be delinquent more than fifteen (15) days in making any payment, a late charge of four (4%) percent of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

4. POSSESSION: It is understood and agreed that possession to said premises is to be delivered to Buyers on the date of closing.

5. BUYERS' COVENANTS: Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Sellers, or their agents to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all utility charges, taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to said property.

6. ADVANCES: In case the Buyers fail to make any payments herein provided, the Sellers may make such payment and any amounts so paid by the Sellers, together with interest at the rate of twelve (12%) percent per annum thereon from date of payment until repaid, shall be repayable by Buyers on Sellers' demand, all without prejudice to any other right the Sellers might have by reason of such default.

7. SELLERS' COVENANTS: The Sellers agree that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advances made by the Sellers to or for the benefit of the Buyers or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract to make, execute and deliver to the Buyers or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this contract. Sellers further agree to furnish to Buyers a policy of title insurance insuring their legal title to said real estate as of the date of this contract within ninety (90) days from the date hereof.

8. ASSIGNMENT: It is agreed that no assignment of this contract nor any contract to assign this contract shall be valid unless the same shall be consented to by the Sellers in writing, and any attempted assignment or contract to assign the contract by the Buyers, shall be void unless consented to as above provided and shall be a default under the terms and conditions hereof.

9. FORFEITURE: Time is of the essence of this contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by certified mail to said Buyers at their last known address or to the address given on this contract, "at the Sellers' option, then, and in that event, all of the rights

under this contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revest in, the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this contract.

10. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments, made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

11. COSTS AND ATTORNEYS' FEES:

a. If this contract or any obligation contained in it is referred to any attorney for collection, forfeiture or realization, Buyers agree to pay to Sellers a reasonable attorney's fee, (Including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any such fee is not paid within thirty (30) days after Buyers are billed, said amount shall be added to the balance of the unpaid purchase price then due.

b. In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

12. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, as to the boundary lines, or as to any zone classification or regulation, shall be binding upon the Sellers unless expressly contained herein.

13. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 6th day of October, 1985.

Ellen S. Heller
J. Colburn Heller
Donna M. Heller
Lonetta S. Heller
 SELLERS

Charles D. Jones
Franklin L. Jones
 BUYERS

Real Estate Contract

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STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me ROGER MALFAIT and LORETTA L. MALFAIT, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of October, 1985.

Karlton Williams
 Notary Public in and for the State of
 Washington, Residing at Bellevue

STATE OF ARIZONA)
) ss.
 COUNTY OF Maricopa)

On this day personally appeared before me ELDON D. HELLER and J. COLLEENE HELLER, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of October, 1985.

Amy A. Hines
 Notary Public in and for the State of
 Arizona, Residing at 10 S. Hermit Ave.
 My Commission expires: 12/31/1988

STATE OF WASHINGTON } ss.
 COUNTY OF SPANIAH

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Clark Co. Title Co.

OF Clark Co. (Id.)

AT 3:30 on 11-18-85

WAS RECORDED IN 85

Book 85

RECORDS OF Clark Co. COUNTY WITH

Amy A. Hines

E. M. J. Hines