

(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 VINCENT RAY THORP and JANE MARIE THORP, 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, Malfait Short Plot No. 1, in the Southwest quarter of the Northwest quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, according to the plat thereof recorded in Book 2 of Short Plats, page 212B, records of said County.

EXCEPT County road and SUBJECT TO easements and water agreements as provided in instruments recorded in Book 53, page 16, and Book 53, page 19, records of said County.

FILED FOR RECORD
SKAMANIA CO. WASH
BY JEFFERSON D. MILLER
ATTORNEY @ LAW
APR 30 4 51 PM '87
Auditor
GARY M. OLSON

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 ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00), of which Purchaser has paid to Seller the sum of ONE THOUSAND DOLLARS (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price

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935 N. E. 8TH AVE.
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AREA CODE 206-TELEPHONE 694-3802

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REAL ESTATE EXCISE TAX
APR 27 1987

PAID 111.00

SKAMANIA COUNTY TREASURER

Registered S
Index'd. or S
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Filed
Mailed

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: DMJ 2-5-35-3-2-104

in the amount of \$10,000.00 shall be due and payable in monthly installments of ONE HUNDRED FIFTY DOLLARS (\$150.00), or more at Purchaser's option, commencing on May 1, 1987, and continuing on the first day of each month thereafter until the entire balance of the purchase price with interest thereon is paid in full. The declining principal balances of the purchase price shall bear interest from the date of this contract at the rate of TEN PERCENT (10%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from payment to payment, and the balance will 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 calendar year 1986. 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 upon the execution of this contract 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

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default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, any such default having continued for fifteen (15) days, then Seller may proceed to declare the forfeiture of this contract as provided by the Real Estate Contract Forfeiture Act of the State of Washington as now existing or hereafter amended, or as may be otherwise provided by law, and Seller may thereby repossess the property and retain 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 event of such proceedings to forfeit this contract as aforesaid, Purchaser agrees that all costs and expenses of such proceeding, including, but not limited to, title search, service and publication of notices, recording fees and a reasonable attorney fee, shall be paid by Purchaser as a condition of curing any such default. In event of a legal or equitable action to enforce any rights under this contract or regarding the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in any such suit. Any notice required by law concerning the enforcement or forfeiture of this contract may be made by certified United States mail, addressed to Purchaser's last known mailing address, or as may be otherwise required by law.

6. ADDITIONAL COVENANTS: NONE

IN WITNESS WHEREOF, the parties have executed this instrument this 7th day of March, 1987.

Roger Malfait
Roger Malfait

Loretta Malfait
Loretta Malfait

S E L L E R

Vincent Ray Thorp
Vincent Ray Thorp

Jane Marie Thorp
Jane Marie Thorp

P U R C H A S E R

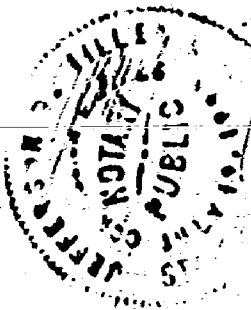
STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me ROGER MALFAIT, LORETTA MALFAIT, VINCENT RAY THORP and JUNE MARIE THORP, 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.

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GIVEN under my hand and official seal this 7th day of March

JEFFERSON D. MILLER
ATTORNEY AT LAW
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CAMAS, WASHINGTON 98607
AREA CODE 206-TELEPHONE 834-3502



Jefferson D. Miller
Notary Public in and for the State of
Washington, residing at Camas