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BOOK 116 PAGE 458

FILED FOR RECORD

SKAMANIA COUNTY WASH

BY *Roger Malfait*

Nov 9 2 47 PM '89

*E. Malfait*

GARY H. NELSON

## REAL ESTATE CONTRACT

THIS AGREEMENT made this day between ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife, hereinafter called "Sellers", and KENT EVANS and PAMELA K. EVANS, husband and wife, of MP2.13R Washougal River Road, Washougal, WA 98671, hereinafter called "Buyers",

## W I T N E S S E T H:

**Section 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:

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.

**Section 2. PURCHASE PRICE:** The purchase price for said real property is the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), of which the Buyers have paid unto Sellers the sum of \$4,000.00, receipt of which is hereby acknowledged by the Sellers, and the balance of \$36,000.00 shall be paid in monthly installments of \$325.00, or more, commencing on the 1st day of December, 1989, 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 1, 1989, until said 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 Sellers at 39336 N.E. Washougal River Road, Washougal, WA 98671, or at such other place as the Sellers shall in writing direct.

**Section 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.

**Section 4. POSSESSION:** Buyers shall be entitled to possession of said premises from and after the date of closing and during their full and proper performance of the covenants and conditions hereof.

**Section 5. BUYERS' COVENANTS:** Buyers covenant and agree to the following terms and condition, to-wit: To make the payments above agreed to promptly, in the manner and on the dates abovenamed; 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

Glenda J. Kimmel, Skamania County Assessor  
By: *DM* Parcel # 2-5-31-1-201

Registered *E*  
Indexed, Dir *P*  
Indirect *P*  
Filed *11-9-89*  
Mailed

REAL ESTATE EXCISE TAX

NOV 9 1989

PAID \$12.00

J.W. Deputy  
SKAMANIA COUNTY TREASURER

13132

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.

**Section 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.

**Section 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 advancements 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. It is agreed Sellers are not required to furnish to Buyers a policy of title insurance insuring their legal title to said real estate.

**Section 8. ASSIGNMENT:** It is agreed that no assignment of this contract or 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.

**Section 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 payment 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 may cancel and render void all rights, titles and interests of the Buyers and their successors in this contract and in the real estate which is the subject of this contract by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Sellers may retain all payments made hereunder by the Buyers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyers and any person or persons having possession of the said property by, through or under the Buyers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyers or any person or persons claiming by, through or under the Buyers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Buyers, or such person or persons, shall be deemed tenants at will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Buyers or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including Sellers's reasonable attorney's fees.

**Section 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.

**Section 11. COURT COSTS AND ATTORNEY'S FEES:**


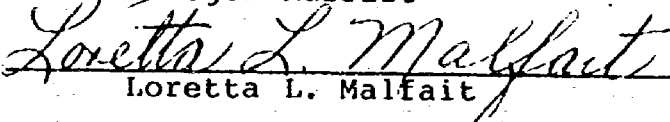
(a) If this contract or any obligation contained in it is referred to any attorney for collection, forfeiture or realization, Buyers agree to pay to Sellers a reasonable attorney's fee, (including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any 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.

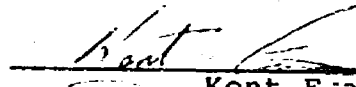
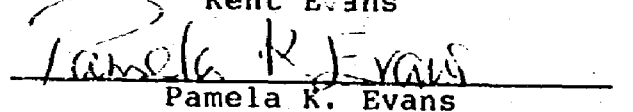
**Section 12. REPRESENTATIONS:** Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, as to the boundary lines, or as to any zone classification or regulation, shall be binding on the Sellers unless expressly contained herein. Buyers further acknowledge Sellers have made no representations that the soil composition of the aforescribed real property is such that it will meet the Skamania County sanitation standards for the installation of a septic sewer system.

**Section 13. WAIVER:** No assent, expressed or implied, by Sellers to any breach of Buyers' covenant or agreement 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 30<sup>th</sup> day of October, 1989.

  
\_\_\_\_\_  
Roger Malfait  
  
\_\_\_\_\_  
Loretta L. Malfait

SELLERS

  
\_\_\_\_\_  
Kent Evans  
  
\_\_\_\_\_  
Pamela K. Evans

BUYERS



# Real Estate Contract

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this day personally appeared before me KENT EVANS and PAMELA K. EVANS, 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 30<sup>th</sup> day of October, 1989.

Magdalen S. Peterson  
Notary Public in and for the State of  
Washington, Residing at Belle Glade.  
My appointment expires: 1-27-95.

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.

GIVEN under my hand and official seal this 27<sup>th</sup> day of October, 1989.

Notary Public in and for the State of  
Washington, Residing at Vanouver.  
My appointment expires: 1-22-93.

AFTER RECORDING RETURN TO:

Kent Evans  
MP2.13R Washougal River Road  
Washougal, WA 98671