

## AFTER RECORDING RETURN TO:

Chester A. McKean  
802 N.W. Elm Street  
Camas, WA 98607

## REAL ESTATE CONTRACT

109607

THIS AGREEMENT made this day between ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife, hereinafter called "Sellers", and CHESTER A. MCKEAN, a single person, of 802 N.W. Elm Street, Camas, WA 98607, hereinafter called "Buyer",

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

Section 1. **PREMISES SOLD:** That the Sellers will sell to the Buyer, his heirs and assigns, and Buyer 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:

PARCEL I:

The East one-half of Lot 14 and Lot 15, Malfait River Front Tracts, as recorded in Volume "A" of Plats, at Page 123, records of Skamania County, Washington.

EXCEPT that portion of said Lot 15, described as follows:

Beginning at the intersection of the East line of said Lot 15, with the Southerly right-of-way line of Malfait Tract Road;

Thence South  $02^{\circ}31'$  East, along the East line of said Lot 15, a distance of 95.61 feet to the True Point of Beginning;

Thence South  $02^{\circ}31'$  East, to the Southeast corner of said Lot 15;

Thence Northwesterly along the South line of said Lot 15, to a point which bears South  $06^{\circ}24'$  West from the True Point of Beginning;

Thence North  $06^{\circ}24'$  East to the True Point of Beginning.

PARCEL II:

ALSO: That portion of Lot 16, Malfait River Front Tracts, as recorded in Volume "A" of Plats at Page 123, records of Skamania County, Washington, described as follows:

Beginning at the intersection of the West line of said Lot 16, with the Southerly right-of-way line of Malfait Tracts Road;

Thence South  $64^{\circ}$  East, along said Southerly right-of-way line a distance of 15.73 feet;

Thence South  $06^{\circ}24'$  West a distance of 89.17 feet more or less to the Westerly line of said Lot 16;

Thence North  $02^{\circ}31'$  West along said Westerly line, a distance of 95.61 feet more or less to the True Point of Beginning;

TOGETHER WITH an easement to construct, maintain and operate a drainfield for a septic sewer system over, along and under the following described portion of the aforescribed Lot 16:

Beginning at the Northeast corner of said Lot 16, as afore-adjusted, and running South  $64^{\circ}$  East 30 feet; thence South  $6^{\circ}24'$  West 20 feet; thence North  $64^{\circ}$  West 30 feet; thence North  $6^{\circ}24'$  East 20 feet to the point of beginning.

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY *Roger Malfait*

JUL 6 4 37 PM '90

GARY M. OLSON

REAL ESTATE EXCISE TAX

13701  
JUL 9 1990  
PAID 909.60  
J. O. Depa  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By: *DM* Parcel # 2-5-31-4-3-200 (Ptn)

**Section 2. BOUNDARY ADJUSTMENTS:** The parties hereby acknowledge that the West boundary line of said Lot 15 has been adjusted by extending same 40 feet to the West and the East boundary line thereof and the West boundary of said Lot 16 have been adjusted to a call of South 6°24' West adding a portion of Lot 16 to Lot 15 and adding a portion of Lot 15 to Lot 16, all, as more particularly shown on Exhibit "A" attached hereto. Neither of said adjustments create a lot to be assigned a new tax number by Skamania County officials.

**Section 3. PURCHASE PRICE:** The purchase price for said real property is the sum of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00), of which the Buyer has paid unto the Sellers the sum of \$5,000.00, receipt of which is hereby acknowledged by Sellers, and the balance of \$27,000.00 shall be paid in monthly installments of \$250.00, or more commencing on the 1st day of July, 1990, with a like installment due on the 1st day of each month thereafter until July 1, 2000, at which date 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 the date of this contract, until said balance of the purchase price, together with interest is paid in full.

Buyer 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 4. LATE CHARGE:** In the event the Buyer 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 5. POSSESSION:** Buyer shall be entitled to possession of said premises from and after the date of closing and during his full and proper performance of the covenants and conditions hereof.

**Section 6. BUYER'S COVENANTS:** Buyer covenants and agrees 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 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 7. ADVANCES:** In case the Buyer fails 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 Buyer on Sellers' demand, all without prejudice to any other right the Sellers might have by reason of such default.

**Section 8. SELLERS' COVENANTS:** The Sellers agree that when the Buyer 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 Buyer 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 Buyer 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 Buyer a policy of title insurance insuring their legal title to said real estate.

**Section 9. 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 Buyer, shall be void unless consented to as above provided and shall be a default under the terms and conditions hereof.

**Section 10. FORFEITURE:** Time is of the essence of this contract and if the Buyer 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 Buyer to be performed, then the Sellers may cancel and render void all rights, titles and interests of the Buyer and his 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 Buyer and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyer and any person or persons having possession of the said property by, through or under the Buyer who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyer or any person or persons claiming by, through or under the Buyer 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 Buyer, 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 Buyer 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' reasonable attorney's fees.

**Section 11. 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 Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyer, 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 12. 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, Buyer agrees 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 and expenses are not paid within thirty (30) days after Buyer is billed, said amount, at Sellers' option, 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 13. REPRESENTATIONS:** Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees 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. Buyer further acknowledges Sellers have been issued a permit by the Southwest Washington Health District to install a septic sewer system on the aforescribed real property and that they have agreed to assign said permit to Buyer at such time as he shall notify Sellers of his intent to apply to Skamania County Building Department for a permit to install said system.

**Section 14. WAIVER:** No assent, expressed or implied, by Sellers to any breach of Buyer's 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 20<sup>th</sup> day of June, 1990.

Roger Malfait  
Roger Malfait  
Loretta L. Malfait  
Loretta L. Malfait

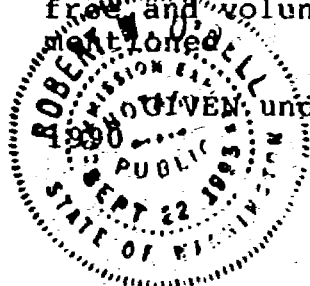
SELLERS

Chester A. McKean  
Chester A. McKean

BUYER

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



under my hand and official seal this 18<sup>th</sup> day of June, 1990.

Robert W. Caldwell  
Notary Public in and for the State of  
Washington, Residing at Vancouver.  
My appointment expires: 9-22-93.

BOUNDARY LINE ADJUSTMENT, MALFAIT RIVER FRONT TRACTS, LOTS 14, 15, & 16

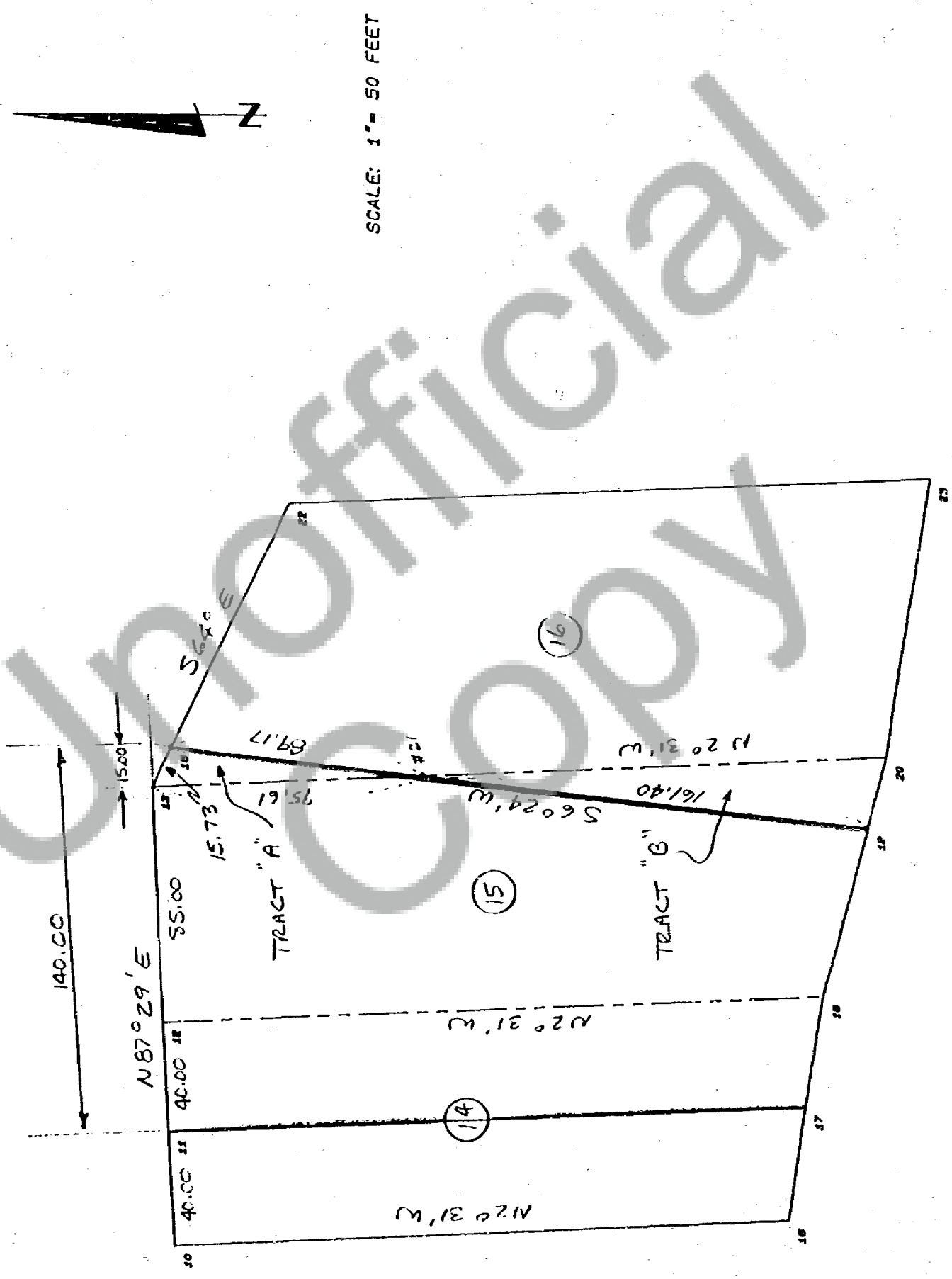


EXHIBIT "A"