

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 JESSE DARRELL LEWIS and PHYLLIS LEWIS, 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 the County of Skamania, State of Washington:

Lot Four (4), MALFAIT RIVER FRONT TRACTS, according to the plat thereof recorded in the office of the County Auditor of Skamania County, Washington.

SUBJECT TO the restriction that no trailer house or other mobile structure will be permanently established on the aforesaid property.

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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) of which Purchaser has paid to Seller the sum of Three hundred dollars (\$300.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$3,200.00 shall be due and payable in monthly installments of FORTY DOLLARS (\$40.00), or more at Purchaser's election, commencing on December 1, 1966, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining monthly balances of the purchase price shall bear interest computed from the date of this contract at the rate of six and one-half per cent (6-1/2%) per annum, and the monthly installments aforesaid shall be first applied in payment of such interest accruing from month to month and the balance of the same shall be credited to the principal.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

3. TAXES: Seller warrants that the real property taxes levied on the property have or will be paid through the calendar year 1966, and Purchaser covenants to seasonably pay such taxes and any other governmental or municipal assessments hereafter levied on the property during the performance of this contract.

4. 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.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the property upon the execution and delivery of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that the contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon, and to maintain the same in a clean and sanitary condition. Purchaser covenants to seasonably pay all charges to said premises for repairs, improvements, utilities, or otherwise, to the end that no liens for such charges shall attach to the premises. In event Purchaser shall fail or neglect to make any such payments for taxes, repairs, utilities, improvements or other charges which in the opinion of the Seller may attach as a lien to said premises, then Seller may, at his election, make such payments and any amounts 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.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a warranty deed conveying the property as hereinabove described to Purchaser free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not be required to warrant against any liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees upon request of Purchaser after the unpaid balance of this contract has been reduced to not more than \$2000.00 to furnish to purchaser a policy of title insurance insuring Purchaser's equity in the property.

6. 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, or in event of the failure or neglect of the 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 premises and 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 covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay 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 the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 8<sup>th</sup> day of November, 1966.

Roger Malfait  
Roger Malfait

Jesse Darrell Lewis  
Jesse Darrell Lewis

Loretta Malfait  
Loretta Malfait

Phyllis Lewis  
Phyllis Lewis

TRANSACTION EXCISE TAX

SELLER

NOV 10 1966 PURCHASER

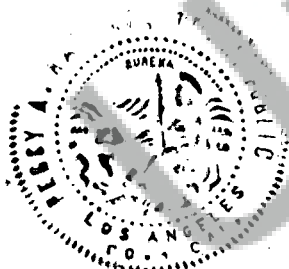
STATE OF CALIFORNIA )

Amount Paid 3.50  
Michael O'Donnell  
Skamania County Treasurer

COUNTY OF LOS ANGELES )

On this day personally appeared before me JESSE DARRELL LEWIS and PHYLLIS LEWIS, 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 26 day of October, 1966.



Peggy A. Rankin  
Notary Public in and for the State  
of California;  
Residing at Los Angeles

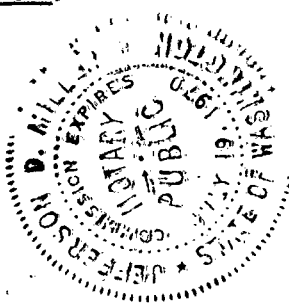
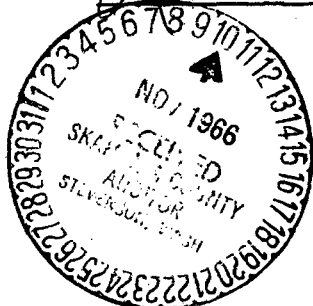
My Commission expires: PEGGY A. RANKIN  
My Commission Expires Jan. 30, 1967

STATE OF WASHINGTON )

COUNTY OF CLARK )

On this day personally appeared before me ROGER MALFAIT and LORETTA MALFAIT, 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 8 day of November, 1966.



Jefferson County  
Notary Public in and for the State  
of Washington;  
Residing at Camas, therein.