

GARVER & GARVER  
ATTORNEYS AT LAW  
CAMAS, WASHINGTON

THIS AGREEMENT, Made and entered into this                      day of March, 1967  
between ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife,

hereinafter called the "seller," and DONALD E. WATSON, JR. and FELICIA ANN WATSON,  
husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of  
the seller the following described real estate situate in the County of Skamania, State of Washington,  
to-wit:

All of Lot 18 and the E. 30 feet of Lot 17 of  
Malfait River Front Tracts, according to the  
plat thereof

SUBJECT TO water rights as recorded or granted  
by the State of Washington.

with the appurtenances, on the following terms and conditions: The purchase price for said described prem-  
ises is the sum of SIX THOUSAND EIGHT HUNDRED & NO/100 Dollars (\$ 6800.00)  
of which the sum of FIVE HUNDRED & No/100----- Dollars (\$ 500.00 )  
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price  
in the sum of SIX THOUSAND THREE HUNDRED & NO/100-----Dollars (\$300.00 )  
shall be paid as follows: \$40.00 or more per month including interest at the  
rate of 6 1/2% per annum. The first payment being due April 1,  
1967 and a like payment the 1st day of each month thereafter until  
fully paid.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser here-  
after become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured  
to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest  
may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that  
no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to  
any covenant respecting the condition of said premises nor to any agreement for alterations, improvements  
or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth, or a complete abstract of title to the above described premises;
- 2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

- 1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 6 1/2 per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
- 2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement afore-said, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every 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, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,  
  
COUNTY OF CLARK

} ss.  
Roger Malfait (SEAL)  
Loretta L. Malfait (SEAL)  
Donald E. Watson, Jr. (SEAL)  
Felicia Ann Watson (SEAL)

On this day personally appeared before me Roger Malfait and Loretta L. Malfait, husband and wife, and Donald E. Watson, Jr. 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 29<sup>th</sup> day of March, 1967.

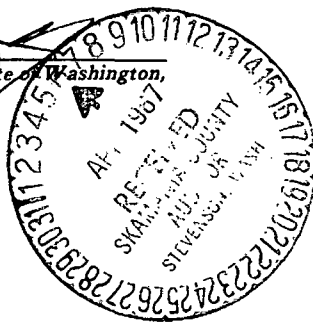


TRANSACTION EXCISE TAX

APR 6 1967

Amount Paid \$68.00  
By Richard O. Skamania  
Skamania County Treasurer

Charles W. Jensen  
Notary Public in and for the State of Washington,  
residing at Washougal



REAL ESTATE CONTRACT  
(INDIVIDUAL)

Roger Malfait  
Loretta L. Malfait  
Donald E. Watson

STATE OF WASHINGTON } ss  
COUNTY OF SKAMANIA }  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
R. Malfait & D. Watson Jr.  
OF Canas, Wn.  
AT 2:10 A.M. Apr. 6 1967  
WAS RECORDED IN BOOK 57  
OF 11 AT PAGE 161-2  
RECORDS OF SKAMANIA COUNTY, WASH.  
BY E. Mesford  
COUNTY AUDITOR

REGISTERED	6
INDEXED: DIR.	6
INDEXED:	6
RECORDED:	
COMPARED	
MAILED	