

REAL ESTATE CONTRACT

THIS CONTRACT for the sale of real property made and entered into by and between ROGER MALFAIT and LORETTA MALFAIT, husband and wife, herein- after referred to as "Sellers", and ARNOLD R. SANCHEZ and MILDRED D. SANCHEZ, husband and wife, hereinafter referred to as "Buyers",

WITNESSETH:

The Sellers agree to sell to the Buyers and Buyers agree to purchase of the Sellers the real property hereinafter described upon the terms and conditions set forth in this contract.

1. Description of Real Property: The land herein conveyed is situate in the County of Skamania, State of Washington, and described as follows:

All of Lot Two (2) of Malfait's Riverfront Tracts according to the plat thereof recorded in Volume "A" of Plats at page 123 records of Skamania County;

SUBJECT TO following restriction: No permanent trailer house will be maintained on said premises.

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

No. 5,298

TRANSACTION EXCISE TAX

MAR 10 1969

Amount Paid \$46.00

Nicholas O. Daniel
Skamania County Treasurer

By

2. Price and Payment: The purchase price of the above described property is the sum of FOUR THOUSAND SIX HUNDRED AND NO/100 (\$4600.00) DOLLARS, of which the sum of \$570.24 has been paid, receipt of which is hereby acknowledged, and the balance of \$4029.76 shall be paid as follows: The sum of FIFTY AND NO/100 (\$50.00) DOLLARS, or more, per month, including interest at the rate of seven (7%) percent per annum on all deferred balances. Said installments to commence on the first day of March, 1969, then continuing on the first day of each and every month thereafter until the full amount of the purchase price and interest have been paid.

3. Taxes: The real property taxes for 1969 shall be pro-rated between Buyers and Sellers as of the date of possession, and the Buyers assume and agree to pay before delinquency, all taxes and assessments as may, between Sellers and Buyers, hereafter become a lien upon the property being sold.

4. Inspection: Buyers agree that full inspection of the herein described premises has been made and that neither the Sellers nor assigns shall be held to any covenant respecting the condition of said premises unless the covenant or agreement relied upon be in writing and attached to and made a part of this agreement.

5. Possession: The Buyers shall have the right to possession of said property from and after the date of this contract, Provided, however, that the Buyers shall, upon default hereunder and upon demand of the Sellers, surrender to Sellers peaceable possession of said premises.

6. Deed and Title Insurance: Upon full payment of the purchase price herein, Sellers will furnish Buyers with a policy of title insurance and execute and deliver to Buyers a good and sufficient warranty deed conveying the premises hereinabove

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1 described to Buyers, provided that they shall not warrant against any encum-
brances or liens placed against said premises by Buyers.

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3 7. Default: Time is of the essence of this contract. In the event the Buyers
4 shall fail to make any payments on said purchase price promptly at the time the
5 same shall fall due as hereinbefore specified, or promptly to perform any cove-
6 nant or agreement aforesaid, the Sellers may elect to declare a forfeiture and
7 cancellation of this contract and upon such elect on being made, all rights of the
8 Buyers hereunder shall cease and determine and any payments heretofore made
9 hereunder by Buyers shall be retained by Sellers in liquidation of all damages
10 sustained by reason of such failure. Service of all demands, notices or other
11 papers with respect to such declaration of forfeiture and cancellation may be
12 made by registered mail at the following address, to-wit: VANCOUVER,
Washington, or at such other address as the Buyers may indicate in writing to
13 the Sellers. Or the Sellers may elect to bring action, or actions, on any inter-
mediate overdue installment, or on any payment, or payments made by the Sellers
14 and repayable by purchasers, it being stipulated that the covenant to pay inter-
mediate installments or to pay items repayable by the purchasers, are indepen-
15 dent of the covenant to make a deed and that every such action is an action arising
16 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 Sellers of any default on the part of the Buyers shall be construed as a waiver
of any subsequent default.

13

14 8. Attorney's Fees on Suit: In any suit or action to enforce any covenant of
15 this contract or to collect any installment payment or any charge arising there-
16 from, the Buyers agree to pay a reasonable sum as attorney's fees and all costs
and expenses in connection with such suit, and also the reasonable cost of search-
ing records, which sums shall be included in any judgment or decree entered
in such suit.

17 9. Assignment: This contract shall not be assigned by Buyers without the
18 written consent of Sellers endorsed hereon in writing and any assignment hereof
shall not relieve the assignors from their obligations assumed hereunder.

19 IN WITNESS WHEREOF, the parties hereto have executed this instrument
in duplicate this 28th day of February, 1969.

20

21 Mildred D. Sanchez
22 BUYERS

21 Loretta Malfait
22 SELLERS

23 STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

24 On this day personally appeared before me Roger Malfait and Loretta Malfait
25 to me known to be the individuals described in and who executed the within and
26 foregoing instrument, and acknowledged that they signed the same as their free
and voluntary act and deed, for the uses and purposes therein mentioned.

27 GIVEN under my hand and official seal this 28th day of February, 1969.

28

Eugene F. Harris
Notary Public in and for the State of
Washington; residing at Camas, therein.

