

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between ELDON D. HELLER and J. COLLEENE HELLER, husband and wife, and ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife, hereinafter referred to as "Seller"; and HARRY F. LEWIS, an unmarried man, 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:

That portion of the North half of the Northeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the center line of the State Highway at the low water mark on the East bank of the Washougal River, which point is South 89°31' West 857.5 feet and South 8°34' West 122.77 feet from the Northeast corner of said Section 6; thence South 251.60 feet and West 49.39 feet to the initial point of the tract herein described and which point is marked by an iron bar; thence North 77°07' West 93.81 feet; thence North 2°34' East 204.95 feet to the low water line of said Washougal River; thence North 79°04' East 105.59 feet along said low water line to the Westerly right-of-way line of the State Highway; thence South 8°23' West along said right-of-way line 102.34 feet; thence South 2°34' West 144.60 feet to the initial point of the tract herein described.

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 FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) of which Purchaser has paid to Seller the sum of One thousand dollars (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$4,500.00 shall be due and payable in monthly installments of ONE HUNDRED DOLLARS (\$100.00) or more at Purchaser's option, commencing on December 15, 1968, and continuing on the 15th 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 seven percent (7%) per annum, and the monthly installments aforesaid shall be first applied in payment of the 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 1968, 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.

Legal title to the property shall remain vested in Seller until the final payment and performance of this contract. Upon such final performance Seller agrees to execute and deliver a warranty deed in statutory form conveying legal title to the property to Purchaser free of liens or encumbrances except as may be noted above, but Seller shall not warrant against any liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees to furnish to Purchaser as soon as procurable a policy of title insurance insuring Purchaser's equity in the property pursuant to this contract, and which policy shall constitute Seller's sole duty to furnish title insurance or abstract of title.

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 Purchaser at Room 438, Lincoln Building, 421 S. W. Oak Street, Portland, Oregon, or to such other address as Purchaser may hereafter designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 18 day of November, 1968.

Eldon J. Heller  
Eldon Heller

J. Colleene Heller  
J. Colleene Heller

Roger Malfait  
Roger Malfait

Loretta L. Malfait  
Loretta L. Malfait

6221  
TRANSACTION EXCISE TAX

DEC 24 1968

Amount Paid 55.00  
Michael O'Brien  
Skamania County Treasurer

By .....

Harry F. Lewis  
Harry F. Lewis

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF CLARK )

On this day personally appeared before me ELDON HELLER, J. COLLEENE HELLER, ROGER MALFAIT, LORETTA L. MALFAIT and HARRY F. 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 18 day of November, 1968.



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