Sec. \$18.1 200

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SKARESEIVE

F0764 A4164 IND-WO A-1964 1110小110

REAL ESTATE CONTRA

THIS CONTRACT, made and entered into this 20th day of

between ROSER MALFAIT and LORETTA L. MALFAIT, husband and wife,

hercinalter called the "seller," and HOMARD No. FISHBURN and LEOLA B. FISHBURN, husband and

hereinafter called the "purchaser,"

1010 3 ς... WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenances, in

The East Half of Lot 13, and the West Three-fourths of Let 14, of WASH-SURAL SURMER HAME TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washingtons

EXCEPT that portion thereof described as follows: Beginning at a point on the easterly line of the s aid tract distant southeasterly 50 feet from the northeast corner thereof; thence in a southerly direction to a point on the southerly line of said tract which is 90 feet distant from the southwest corner thereof; thence easterly along the south line of said tract to the southeast corner thereof; thence in a northwesterly direction to the point of beginning of the excepted tract.

The terms and conditions of this contract are as follows: The purchase price is Sixteen Thousand Nine Hundred) Dollars, of which - (\$ 16,900.CD and no/100ths -) Dollars have One Theusand Seven Hundred and ne/100ths --(\$ 1.700.00 been paid, the receipt whereof is hereby acknowledged, and the balance of cald purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Fifteen Thousand Two Hundred and na 100ths (\$15,200.00) Bollers in monthly installments of One Hundred Ten and no/100ths (\$110.00) Bollars, or more, commancing on the 20th day of March, 1971, and on the 20th day of each and every month thereafter until the full amount of the purchase price tegether with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annual computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

556

TRANSACTION EXCISE TAX

FEB 24 1971

ROUTE 2, Washougely Washington 98671 All payments to be reade hereunder shall be made at ... or at such other place as the relier may direct in writing. Skamania County Jeasurer
By Manual County Teasurer
ay as between granter and grantee February 20, 1971. As referred to in this contract, "date of closing" shall be

(1) The purchater assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and granter hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other excumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now h lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash, while thereof against lors or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as Ma Stateres, may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agrees that full inspection of raid real exists has been made and that neither the seller nor his assigns shall be held to any coveragin respecting the covalition of any improvements thereon nor shall the purchaser or seller or the casigns of either be held to any coverage or spirement for elicrations, improvements or repairs unless the covenant or agreement selfed on is contained herein of is a writing spid elicated to and raide a part of this contract.

and writing said attached to and made a part of this contract.

(4) The purchaser assisting all hazards of dayange to or destruction of any improvements now on said real ertate or hereafter places that no such damage, destruction or taking shall thereon, and of the taking of cald real estate or any part thereof for proble use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reaconable expenses of proteining the same had be paid to the seller and applied as payment on the purchase price barein tuniess the seller elects to allow the publicater to reply all or a portion of such condemnation award to the reduction of any improvements damaged by such taking. In case of damage or destruction from a perhit intered against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements which a newspaper of the magnetic state of procuring the same shall be devoted to the restoration or rebuilding of such improvements which are also because of the same part of the same part of the same restoration or the condemnation and the same part of the same par

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Filed for Record at Request of

Name

INDEXED: DR C.

INDEXED: DR C.

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INDEXED: DR C.

RECORDED.

COMPARED

A Service of 731.75

THEREBY CERTIFY THAT THE WITHER

SHETTILMENT OF WITHER PICED BY

OF JULY AT HAME OF JULY AND AT HAME O