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IND-318

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 20th day of February, 1971,

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

hereinafter called the "seller," and HOWARD H. FISHBURN and LEOLA B. FISHBURN, husband and wife,

hereinafter called the "purchaser,"

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

The East Half of Lot 13, and the West Three-fourths of Lot 14, of WASH-  
BURNAL SUMMER HOME TRACTS according to the official plat thereof on file  
and of record in the office of the Auditor of Skamania County, Washington;

EXCEPT that portion thereof described as follows: Beginning at a point  
on the easterly line of the said 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  
and no/100ths - - - - - (\$ 16,900.00 ) Dollars, of which  
One Thousand Seven Hundred and no/100ths - - - - - \$ 1,700.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said 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 no/100ths (\$15,200.00) Dollars in month-  
ly installments of One Hundred Ten and no/100ths (\$110.00) Dollars, or more,  
commencing 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 together  
with interest shall have been paid. The said monthly installments shall  
include interest at the rate of seven per-cent (7%) per annum 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.

No. 556  
TRANSACTION EXCISE TAX

All payments to be made hereunder shall be made at ~~XXXX~~ Box 282-M, Route 2, Washington, Washington 98671  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be

February 20, 1971.

Skamania County Treasurer

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee  
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 encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said  
real estate, the purchaser agrees to pay the same before delinquency.

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

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held  
to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to  
any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is  
in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed  
thereon, and of the taking of said real estate or any part thereof for public 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 reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase  
price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restora-  
tion of any improvements damaged by such taking. In case of damage or destruction from a peril insured 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  
improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the  
purchase price herein.

(5) The seller, at the time of the purchase price in full, on or before  
standard form, or a contract form, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of  
said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no  
exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder  
is to be made subject; and;
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which  
seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereinafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(a). General taxes for 1971; and

(b). Easements and rights of way, if any, for public roads.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment, until repaid, shall be repayable by purchaser in seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by its seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees 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 searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above:

Roger Malfait (REAL)  
Loretta L. Malfait (REAL)  
Edward H. Fishburn (REAL)  
Leslie B. Fishburn (REAL)

STATE OF WASHINGTON,

CLARK

County of Clatsop

On this day personally appeared before me **ROGER MALFAIT and LORETTA L. MALFAIT, 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 24th day of February, 1971.

Thomas M. O'Leary  
 Notary Public in and for the State of Washington,  
 residing at Washougal

**Transamerica Title Insurance Co**

A Service of  
 Transamerica Corporation

73175

Filed for Record at Request of

Name

Address

City and State

REGISTERED	S
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INDEXED	S
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON COUNTY OF CLATSOP	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>R. Malfait</u>	
OF	<u>Washougal</u>
AT	<u>2 P. M. Feb 24 1971</u>
WAS RECORDED IN BOOK	<u>62</u>
OF	<u>Page 651</u>
RECORDS OF CLATSOP COUNTY, WASH.	
<u>W. B. Todd</u> COUNTY AUDITOR	
BY <u>S. H. O'Leary</u>	