

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, hereinafter referred to as "Sellers", and DAVID W. WHETZEL and SHIRLEY M. WHETZEL, husband and wife, hereinafter referred to as "Buyers",

## WITNESSETH:

That 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:

Lot Seven (7) and the East 10 feet of Lot Six (6) of Malfait's River-front 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.

RECEIVED  
NOV - 2 1967  
Amount paid \$4450.00  
By *David W. Whetzel*  
Skamania County Treasurer

2. Price and Payment: The purchase price of the above described property is the sum of FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100-- (\$4450.00) DOLLARS, of which the sum of \$500.00 has been paid, receipt of which is hereby acknowledged, and the balance of \$3950.00 shall be paid as follows: The sum of FORTY AND NO/100 (\$40.00) DOLLARS, or more, per month, including interest at the rate of Six-and-one-half (6-1/2%) percent per annum on all deferred balances. Said installments to commence on the first day of December, 1967, 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 1967 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.

page 2: Real Estate Contract, Malfait--Whetzel

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 described to Buyers, provided that they shall not warrant against any encumbrances or liens placed against said premises by Buyers.

7. Default: Time is of the essence of this contract. In the event the Buyers shall fail to make any payments on said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare a forfeiture and cancellation of this contract and upon such election being made, all rights of the Buyers hereunder shall cease and determine and any payments heretofore made hereunder by Buyers shall be retained by Sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

ASHLEY GALL or at such other address as the Buyers may indicate in writing to the Sellers. Or the Sellers may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments made by the Sellers and repayable by purchasers, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchasers, 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 Sellers of any default on the part of the Buyers shall be construed as a waiver of any subsequent default.

8. Attorney's Fees on Suit: In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, 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 searching records, which sums shall be included in any judgment or decree entered in such suit.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this 30<sup>th</sup> day of October, 1967.

David R. Whetzel

David R. Whetzel

David R. Whetzel  
BUYERS

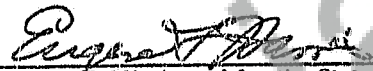
David R. Whetzel  
SELLERS

page 3: Real Estate Contract, Malfait--Whetzel

1 STATE OF WASHINGTON )  
2 ) ss.  
3 COUNTY OF CLARK )

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

9 GIVEN under my hand and official seal this 30<sup>th</sup> day of Oct.

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

