

**CONTRACT FOR SALE OF REAL ESTATE AND PERSONAL PROPERTY**

THIS CONTRACT FOR SALE OF REAL ESTATE AND PERSONAL PROPERTY made this day by and between ROGER MALFAIT and LORETTA MALFAIT, husband and wife, hereinafter called "Sellers", and EDWARD J. BRELINSKI and ELEANOR J. BRELINSKI, husband and wife, hereinafter called "Buyers",

WITNESSETH:

**1. DESCRIPTION OF REAL ESTATE AND PERSONAL PROPERTY CONTRACTED TO BE SOLD:** In consideration of the mutual covenants contained herein and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers, the following described real estate and personal property in Skamania County, Washington, to-wit:

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE-1/4 SE-1/4) of Section 4, Township 1 North, Range 5 E. W. M. described as follows:

BEGINNING at the Northwest corner of the NE-1/4 of the SE-1/4 of the said Section 4; thence East 520 feet along the North line of said subdivision to the initial point of the tract hereby described; thence South 1,320 feet, more or less, to the South line of said subdivision; thence East along the South line of said subdivision 599 feet, more or less, to a point 201 feet from the Southeast corner of the NE-1/4 of the SE-1/4 of the said Section 4; thence North 496 feet, more or less, to the center of the channel of Canyon Creek; thence following the center of the channel of Canyon Creek in a Southwesterly direction to a point 400 feet East of the East line of the said Section 4; thence North to the North line of the NE-1/4 of the SE-1/4 of the said Section 4; thence West along the North line of said subdivision 400 feet, more or less, to the initial point.  
SUBJECT to easements and rights of way of record.

**DESCRIPTION OF PERSONAL PROPERTY:**

1968 Biltmore 66'x12' Mobile Home, Serial No. B3TTB83321.

**2. PURCHASE PRICE:** The purchase price for said real estate and personal property is the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) of which the Buyers have this day paid the sum of \$2,300.00 as down payment, receipt of which is hereby acknowledged by the Sellers. The balance of \$22,700.00 shall be paid in monthly installments as follows: \$200.00 or more, on or before the 1st day of April, 1975, and \$200.00 or more, on or before the 1st day of each month thereafter until the full balance of principal and interest has been paid. All payments shall include interest on the unpaid balance from time to time at the rate of nine (9%) percent per annum computed from February 1, 1975, and continuing until said balance of principal and interest have been paid in full.

Buyers reserve the right to pay the balance on this contract in full at any time without penalty. All payments under this contract shall be made to the Sellers at Camas, Washington, or at such other place as the Sellers may from time to time in writing direct.

**3. POSSESSION:** Buyers are presently in possession of said premises, and it is agreed that as of the date of execution of this contract such possession shall be as Buyers under this contract.

**4. TAXES:** The 1975 real estate taxes and all real estate taxes levied hereafter during the term of this contract shall be paid by Buyers. Any sales tax upon personal property accruing by virtue of this contract shall

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be paid by Buyers.

5. **SEGREGATION OF PURCHASE PRICE:** The parties agree that the purchase price for said real estate shall be \$23,000.00 and for the personal property \$2,000.00.

6. **PERSONAL PROPERTY:** Buyers agree to keep said personal property in first class condition and repair during the term of this agreement. It is agreed that delivery of the Certificate of Title and a Bill of Sale shall be made to Buyers when the balance upon principal is paid down to \$13,000.00.

7. **BUYERS' COVENANTS:** Buyers covenant and agree as follows:

(a) To make the payments above mentioned in the manner and on the dates named.

(b) To keep the mobile home on the premises constantly insured against loss by fire to the extent of the full insurable value thereof with loss payable to Sellers and Buyers as their respective interests may appear and to deliver said policy to Sellers.

(c) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvement thereon by fire, condemnation or from any other cause.

(d) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(e) To keep the said property at all times in as good condition as the same now is.

(f) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(g) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this contract.

(h) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to the said property.

(i) Not to permit any waste or damage.

8. **DEED AND TITLE INSURANCE:** Sellers agree to execute and deliver to Buyers within thirty (30) days after final payment on this contract a Warranty Deed conveying said property to the Buyers free and clear of all encumbrances except those mentioned herein.

Sellers are at this time procuring and delivering to Buyers a Purchasers Policy of Title Insurance showing their title to the real property to be free and clear of all encumbrances, except those mentioned herein as of the date of this contract. It is agreed that Sellers shall have no obligation to give further proof of their title.

9. **ASSIGNMENT:** It is agreed that no assignment of this contract shall be valid unless the same shall be consented to by the Sellers in writing.

10. **FORFEITURE:** Time is of the essence of this contract and if the Buyers shall fail, refuse or neglect to pay either, or any of the instalments or interest or any other payment due, or shall fail to keep and/or perform any of the

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covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written Notice of Intention to Decline Contract Forfeited by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or the address given on this contract, at the Sellers' option, then and in that event all of the Buyers' rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to and re-vest in the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this Agreement had never been made and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this contract.

**11. OTHER REMEDIES:** As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenants to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any 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.

**12. COURT COSTS AND ATTORNEYS' FEES:** In any suit or action by the Sellers to procure an adjudication of the termination of Buyers' rights under this contract or to recover any intermediate overdue installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

**13. REPRESENTATIONS:** Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein. Buyers expressly acknowledge that they have placed no reliance whatever upon any representations not expressed in this contract.

**14. WAIVER:** No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 4 day of March, 1975.

Edward J. Salinski

Edward J. Salinski

BUYERS

Loretta Malfait

Loretta Malfait

SELLERS

Contract for Sale of Real Estate  
and Personal Property:

STATE OF WASHINGTON )  
COUNTY OF CLARK ) SS.

On this day personally appeared before me ROGER MALFAIT and LORETTA MALFAIT, husband and wife, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4 day of March, 1975.



*Howard L. Loren*  
Notary Public in and for the State of  
Washington, Residing at Camas.

No. 3941  
TRANSACTION EXCISE TAX

MAR 30 1976  
Amount Paid 239.00  
*Ruth Smith*  
Skamania County Treasurer  
By *Ruth Smith*

