

THIS AGREEMENT, Made and entered into this 10th day of June, 1976 between Roger Malfait and Loretta Malfait, husband and wife,

hereinafter called the "seller," and Jimmie R. and Eugenia A. Mauldin, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

Beginning at the quarter corner in the West 1/4 of Section 32, Township 2 North, Range 5 East of the Willamette Meridian; thence southerly along the west line of said section 32 43 feet; thence easterly 508 feet; thence northerly 991 feet; thence westerly 508 feet to the west line of said section 32; thence southerly 660 feet to the point of beginning, containing 10 acres, more or less.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Nineteen Thousand and no/100----- Dollars (\$ 19,000) of which the sum of One Thousand and no/100-----Dollars (\$ 1,000) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Eighteen Thousand and no/100----- Dollars (\$ 18000) shall be paid as follows:

Balance of \$18,000.00 to be paid at \$95.00 per month or more, until paid in full, said payment to include interest at the rate of 8 % per cent per annum.

No. 4331 TRANSACTION EXCISE TAX NOV 17 1976 Amount Paid: 90 Skamania County Treasurer



THE PURCHASER AGREES:

- 1. To pay before delinquency all taxes and assessments that may be between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss of damage by fire and for the seller's benefit as well as interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

GARVER, GARVER & LEINEN ATTORNEYS AT LAW 231 N. S. THIRD AVENUE CAMAS, WASHINGTON 98607

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
- 2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 8 per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;

2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay (items) repayable by the purchaser 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 seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF

Roger Malfait (SEAL)
Loretta Malfait (SEAL)
Jimmie R. Mauldin (SEAL)
Eugenia A. Mauldin (SEAL)

On this day personally appeared before me

Roger Malfait and Loretta 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

day of June, 1976.

Notary Public in and for the State of Washington,
 residing at Washougal



83168

REAL ESTATE CONTRACT
 (INDIVIDUAL)

STATE OF WASHINGTON
 COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Richard J. M... of...

ON 6-3-76

AS RECORDED IN BOOK 71

OF 11-17 P. 26

AT PAGE 229

RECORDS OF SNOHOMISH COUNTY, WASH.

E. D. ...

NOTARY PUBLIC

E. Malfait

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| REGISTERED | |
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| RECORDED | |
| COMPARED | |
| MAILED | |

STATE OF COLO.,
 COUNTY OF NEW LONDON

... or any subsequent default, Service of all demands, notices, and other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.
 IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON, }
 COUNTY OF } ss.

Roger Malfait (SEAL)
Loretta Malfait (SEAL)
Jimmie R. Mauldin (SEAL)
Eugenia A. Mauldin (SEAL)

On this day personally appeared before me
 Roger Malfait and Loretta 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

10th day of June, 1976.
Charles R. ...
 Notary Public in and for the State of Washington,
 residing at Washougal

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| REGISTERED | 3 |
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| INDIRECT | |
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| MAILED | |

63168

REAL ESTATE CONTRACT
 (INDIVIDUAL)

STATE OF WASHINGTON }
 COUNTY OF WAJAWANA } ss.
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
Charles R. ...
 AT 8:55 A.M. 11-17-76
 WAS RECORDED IN BOOK 11
 OF 11-17-76 AT WASHOUGA, WASH.
 RECORDS OF THE COUNTY CLERK
 COUNTY OF WAJAWANA

STATE OF CONN. }
 COUNTY OF New London } ss.

On this day personally appeared before me Jimmie R. and Eugenia A. Mauldin,
 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 20th day of May 1976

Charles R. ...
 Notary Public in and for the State of Connecticut,
 residing at New London