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

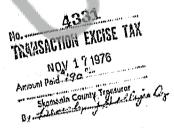
hereinsfire called the "seller," and Jimmie R. and Eugenia A. Mauldin, husband and wife,

hereinafter called the "purchaser,"

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

Beginning at the quarter corner in the West lin. I 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 westerly 508 feet to the point of beginning, containing.

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.





THE PURCHASER AGREES:

- 1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a ken on said primities;
- 2. Until full furnment of the said purchase price to the full interest of the sailer's benefit as selfant interest may appear, and to pay all precious the relief and to the sailer's benefit as selfant interest may appear, and to pay all precious the relief and to deliver all policies and renewly thereof any are relief.
- 3. To assume all harders of dimerc to or distruction of any improvements upon the angleting wind that no such damage shall condition of failure of consideration or the just of the selfer.
- 4. That full inspection of said described premises nor to any neverned for alterational inside any covernment of a condition of said premises nor to any neverned for alterational inside premises nor to any neverned for alterational inside a past of said functions or repairs unless the agreement relied on he in writing and enactical is and of the a past of said function.

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title ansurance to the full amount of the purchase peice herein met forch 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 warremity deed to said described premises. IT IS FURTHER AGREED:
- 1. That in the the purchaser shall fall to make any payment hereinizefore 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. per cent per sinnum 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 fortesture and caucellation 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 acising on contract for the recovery of money only, as if the promise to pay had seen 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

On this day personally appeared before me Eugenia A. Mandulfi com

. 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

lic in and for the State of residing at Washougaf

ESTATE CONTRACT

(SEAL)

(SEAL)

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.



THE PURCHASER AGREES:

- 1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
- 2. Until full payment of the said prechase price, to keep all buildings as said described premises insured to the full insurable value thereof against loss or damage by fire and for the celler's benefit as orlier's interest may appear, and to pay all premising 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 pseudicas, and that no such damage shall constitute a failure of consideration on the past of the seller;
- 4. That full inspection of shid described premises has been made and that the selier shall not be held to any so whant respecting the condition of said premises nor to any agreement for alwaysons, improvements or reputs unless the agreement reflect on be in writing and attached to and made a part of this contract,

DARVER, BARVER & LEINEN

Attorneyo at law 231 n. e. Third Avenue Damar, Wadhington 90007

t or any subsequent default. Service of all demand notices to other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seiler. IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written. STATE OF WASHINGTON, (SEAL) (SEAL) COUNTY OF (SEAL) On this day personally appeared before me . (SEAL) . 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 then, uses and purposes therein mentioned. GIVEN under my hand and official seal this ary Public in and for the State of Miching residing at Washougal 11.64.2 PREAL ESTATE CONTRACT PERSONAL CERTIFY THAT THE UNITY OF JEANANIA EGISTER MAPAREL STATE OF CONW. COUNTY OF NEW LONGON On this day personally appeared before me Jimmis R. and Eugenia A. Mauldin, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they though free and voluntary har and deed fie the signed the some as uses and purposes therein mentioned,

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