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SK-11487 2-5-88

BOOK 71 PAGE 928

89837

RE-RECORDED TO CORRECT LEGAL DESCRIPTION

BOOK 77 PAGE 455

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 Eudenia 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 line 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 pre-  
mises 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 (\$ 18,000 )  
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 190

Skamania County Treasurer  
By \_\_\_\_\_



#### THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser here-  
after 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 or damage by fire and for the seller's benefit as seller's 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. E. THIRD AVENUE  
CAMAS, WASHINGTON 98607

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,  
STATE OF WASHINGTON, TO-WIT:

## 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

ss.

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

12th day of June, 1976.

Notary Public in and for the State of Washington

residing at Washougal

REGISTERED
INDEXED: DUB
INDEXED: 4
RECORDED
COMPARED
FILED

93168 89837

## REAL ESTATE CONTRACT

IN AND FOR WASHINGTON

COUNTY OF SCAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

OF Washougal, Wn.

AT 11:15 A.M. 10/29/76

WAS RECORDED IN BOOK 177

OF WASHOU GAL AT PAGE 456

IN THE COUNTY OF SCAMANIA, WASH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL

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GIVEN UNDER MY HAND AND OFFICIAL SEAL

this 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 line 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 860 feet to the point of beginning, containing 46 acres, more or less.

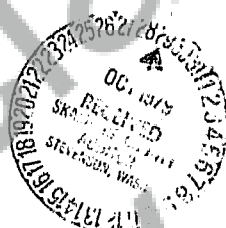
with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Nineteen Thousand and no/100----- Dollars (\$ 19,000 ) of which the sum of One Thousand and no/100-----Dollars (\$ 1,000 ) has this day been paid, the receipt whereof is hereby 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 190

Skamania County Treasurer  
By *[Signature]* Skamania County, Washington



#### 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 purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's 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.

BARVER, BARVER & LEINEN  
ATTORNEYS AT LAW  
231 N. E. THIRD AVENUE  
CAMAS, WASHINGTON 98607

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5, E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER SECTION MONUMENT, COMMON TO SECTIONS 31 & 32 THENCE NORTH 3°10'52" WEST A DISTANCE OF 660 FEET; THENCE SOUTH 89°16'38" EAST A DISTANCE OF 488.24 FEET; THENCE SOUTH 00°43'22" WEST A DISTANCE OF 1135.00 FEET MORE OR LESS, TO THE CENTER LINE OF COUNTY ROAD #11070, REFERRED TO AS BUHMAN ROAD; THENCE NORTHWESTERLY ALONG THE ARC OF A 173.53 RADIUS CURVE TO THE RIGHT A DISTANCE OF 35.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 45°27'52" WEST A DISTANCE OF 158.98 FEET TO THE POINT OF CURVATURE OF A 1259.05 RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 317.58 FEET; THENCE NORTH 64°17'22" WEST A DISTANCE OF 100.40 ; THENCE NORTH 3°10'52" WEST 85.5 FEET TO THE POINT OF BEGINNING.



1. That in case the purchaser shall fail to make any payment on 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 hereint written.

STATE OF WASHINGTON,

COUNTY OF

ss.

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.

Notary Public in and for the State of Washington

residing at Washouak

REGISTERED	INDEXED	RECORDED	FILED
FILED	FILED	FILED	FILED

83168 89837

REAL ESTATE CONTRACT  
COUNTY OF SKAMANIA

INSTRUMENT OF WRITING FILED BY

OF

AT

WAS RECORDED IN BOOK

OF

RECORDS OF SKAMANIA COUNTY, WASH

AT PAGE

FILED

STATE OF WASHINGTON

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

OF

AT

WAS RECORDED IN BOOK

OF

RECORDS OF SKAMANIA COUNTY, WASH

AT PAGE

FILED

COUNTY CLERK

FILED

REGISTERED	INDEXED	RECORDED	FILED
FILED	FILED	FILED	FILED