



91897

REAL ESTATE CONTRACT

BOOK 79 PAGE 188

SK-18848

THIS CONTRACT, made and entered into this 14th day of January, 1981
between JOHN R. CARROLL, as his separate property,

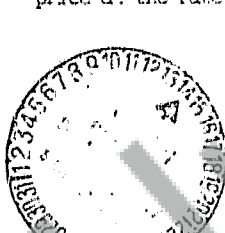
hereinafter called the "seller," and ROGER MALFAIT AND LORETTA MALFAIT, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington: The Southeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, EXCEPT BEGINNING at the Southeast corner of the Northeast quarter of Section 19; thence North 417.42 feet along the East line of the said Northeast quarter of Section 19; thence West 626.13 feet; thence South 417.42 feet; thence East 626.13 feet along the South line of said quarter section to the point of beginning. ALSO EXCEPT the South 30 feet of said tract reserved for public road purposes. ALSO EXCEPT the West one-half of the West one-half of the Southeast quarter of the Northeast quarter of said Section 19.

The terms and conditions of this contract are as follows: The purchase price is Sixty one thousand three hundred thirty eight and no/one hundred----- (\$ 61,338.00) Dollars, of which Twenty thousand and no/one hundred----- (\$ 20,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

'Twenty Thousand and no/one hundred---(\$ 20,000.00) Dollars or more at purchaser's option on or before the 14th day of July, 1981, and the balance of Twenty one thousand three hundred thirty eight and no/one hundred (\$ 21,338.) Dollars plus all accrued interest on or before January 14th, 1982. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine (9) per cent per annum from the 14th day of January, 1981.



7942

TRANSACTION EXCISE TAX

JAN 14 1981
Amount Paid \$ 613.38Skamania County, Washington
By _____

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing

As referred to in this contract, "date of closing" shall be January 14, 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assess ments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of a major fire or destruction of any improvements on said real estate hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that in such event, the purchaser shall not be held to a liability for any such taking. In case any part of said real estate is taken for public use, the purchaser shall be responsible for the payment of any such part of said real estate as shall be paid to the purchaser by the government or other authority, and the purchaser shall be responsible for the payment of any such part of said real estate as shall be paid to the purchaser by the government or other authority. The purchaser shall be responsible for the payment of any such part of said real estate as shall be paid to the purchaser by the government or other authority. The purchaser shall be responsible for the payment of any such part of said real estate as shall be paid to the purchaser by the government or other authority.

(5) The seller has procured, or agrees to procure within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a cash letter of title, issued by SAFE CO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Recorded general exceptions appearing in said policy form,
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject, and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract in connection with which said real estate is being sold real estate, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Pertaining to number 6 above. Deed of Trust dated August 8, 1979 and recorded August 10, 1979, in Book 56 of Mortgages, Page 631, Auditor's File Number 89190, in the office of the recording officer of Skamania County Washington.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished at said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amount so paid by the seller together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, 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 upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees 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 to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above:

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me, John R. Carroll, as his separate property and Roger Malfait, and Loretta Malfait, husband and wife, 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 14th day of January, 1981

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____ Registered ☒
INDEXED, DIR. ☒
ADDRESS _____ Indirect ☒
CITY AND STATE _____ Recorded ☒
Married ☒

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORDING FILED BY
Kenneth L. Carroll
OF Skamania County, WA
AT 3:25 PM 1-14 1981
WAS RECORDED IN BOOK 77
OF Rec'd AT PAGE 188
RECORDS OF SKAMANIA COUNTY, WASH.
Kenneth L. Carroll
COUNTY AUDITOR

91897