

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 21st day of September, 1973

between Roger Malfait and Loretta Malfait, husband and wife

hereinafter called the "seller," and Joseph H. Swalt and Dorothy H. Swalt, 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:

A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 6, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point on the northerly line of Cape Horn Road 671 feet due east of the west line of the said Section 6; thence north 370 feet; thence east 300 feet; thence south 19° 25' 15" west 165.41 feet; thence south to the northerly line of said Cape Horn Road; thence westerly along the northerly line of said road 245 feet, more or less, to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is Twelve thousand Nine hundred and no/100-----(\$ 12,900.00 ) Dollars, of which Two thousand Five hundred and no/100-----(\$ 2,500.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Eighty and no/100-----(\$ 80.00 ) Dollars, or more at purchaser's option, on or before the 21st day of October, 19 73, and Eighty and no/100-----(\$ 80.00 ) Dollars, or more at purchaser's option, on or before the 21st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8 per cent per annum from the 21st day of September, 19 73, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at \_\_\_\_\_ or at such other place as the seller may direct in writing.

No. 2144  
TRANSACTION EXCISE TAX

SEP 21 1973

Amount Paid: 129.00  
M. J. Swalt  
Skamania County Treasurer  
By: [Signature]

As referred to in this contract, "date of closing" shall be September 21, 1973.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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, 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 respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either 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 damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica 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:

- Printed 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.

(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 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:

(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 purposes. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to 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 amounts 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 obligation or condition hereinbefore set forth, he may at any time be declared in default by the seller, who may thereupon terminate this agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the condition of such agreement hereof or to make any payment required hereunder terminated, and upon his doing so all payments made by the purchaser under this agreement shall be forfeited to the seller as liquidated damages, and the seller shall have no further obligations 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 demand, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by depositing same with the post office at the 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 fee 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.

1. *Lotha Mappart* (SEAL)  
 2. *Lotha Mappart* (SEAL)  
 3. *Lotha Mappart* (SEAL)  
 4. *Lotha Mappart* (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Roger Malfait and Loretta Malfait

to me known to be the individual(s) 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

20<sup>th</sup> day of September 1973

William T. Rhinelandt  
Notary Public in and for the State of Washington

residing at Unsubscribed



76654

**Transamerica Title Insurance Co**

**T** A Service of  
Transamerica Corporation

Filed for Record at Request of

Name..

**Address.**

**City and State.**

REGISTERED	E
INDEXED: 07R.	F
INDIRECT:	E
RECORDED:	
COMPARED	
MAILED	

STATE OF WASHINGTON 156  
COUNTY OF SKAMANIA  
THIS SPACE PROVIDED FOR RECORDER'S USE.  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
W. J. Salmons  
OF Skamania Co  
AT 5:35 A. Sept 24 1913  
WAS RECORDED IN BOOK 65  
OF Need AT PAGE 731  
RECORDS OF SKAMANIA COUNTY, WASH.  
W. J. Salmons  
COUNTY AUDITOR  
BY E. Mayfield  
Dec 21 1914