

93232

EARNEST MONEY RECEIPT AND AGREEMENT
(Non-residential form)

Stevenson

April 13, 1976

RECEIVED FROM DONALD D. CAPPS and DOROTHY A. CAPPS, husband and wife,
Hereinafter called "Purchaser"

FIVE HUNDRED and NO/100 - DOLLARS (\$ 500.00)
in the form of check for \$ 500.00 Cash for \$ Note for \$ due paid or delivered to the seller as earnest money
in part payment of the purchase price of the following described real estate in the County of Skamania, Washington; Commonly known as
Carl Enlen unimproved property at Stevenson, Washington
(The parties hereto hereby authorize agent to insert over their signatures the correct legal description of the above designated property; if unavailable at time of signing, or to correct the legal description entered if erroneous or incomplete.)

A tract of land in Lot 14 of STEVENSON PARK ADDITION according to the official plat thereof on file and of record at page 38 of Book A of Plats, Records of Skamania County, Washington, as more particularly described in deed dated October 26, 1962, and recorded October 26, 1962, at page 457 of Book 50 of Deeds, under Auditor's File No. 60703, Records of Skamania County, Washington.

TOTAL PURCHASE PRICE is FOUR THOUSAND and NO/100 - DOLLARS (\$ 4,000.00)
(), payable as follows:

The earnest money paid herewith shall be applied on the purchase price. The purchasers agree to pay the remaining balance of the purchase price amounting to \$3,500.00, without interest, on or prior to April 13, 1977. Purchasers further agree to furnish and pay for the cost of title insurance.

Title of seller to be free of encumbrances, or defects, except: General taxes for 1977 and for all subsequent years.

- Rights reserved in federal patents or state deeds, buildings or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.
1. If financing is required, purchaser agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing.
2. (a) If this agreement is for conveyance of fee title, title shall be conveyed by statutory Warranty deed free of encumbrances or defects except those noted in Paragraph 1.
3. Purchaser shall be entitled to possession on full payment of the purchase price.
4. Purchaser offers to purchase the property in its present condition, on the terms noted. This offer is made subject to approval of the seller by midnight of In consideration of agent submitting this offer to seller, purchaser agrees with the agent not to withdraw this offer during said period, or until earlier rejection thereof by seller. Purchaser agrees that written notice of acceptance given to agent by seller shall be notice to purchaser. If seller does not accept this agreement within the time specified, the agent shall refund the earnest money upon demand.
5. The sale shall be closed in the office of Robert J. Salvesen, within 5 days after title insurance policy or report preliminary thereto is delivered showing title insurable as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than days from date of this Agreement, which shall be the termination date. The purchaser and seller will, on demand, deposit in escrow with the closing agent, all instruments and monies necessary to complete the purchase in accordance with this agreement; the cost of escrow shall be paid one-half each by seller and purchaser.
6. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence in this agreement.

Carl E. Epler, Seller
Margaret S. Epler, Seller (Wife)
Donald D. Capps, Purchaser
Dorothy A. Capps, Purchaser (Wife)
Purchasers warrant they are of legal age.

Purchaser's Address: Phone:

The undersigned seller on this day of 1976 hereby accepts and approves the above agreement and agrees to carry out all of the terms thereof and further agrees to pay a commission of Dollars (\$) to the above agent for services. In the event earnest money is forfeited, it shall be apportioned to seller and agent equally; provided the amount to agent does not exceed the agreed commission. I/we further acknowledge receipt of a true copy of this agreement, signed by both parties.

Address: Seller
Seller (Wife)

A true copy of the foregoing agreement, signed by the seller, is hereby received on this day of 1976.

Purchaser
Purchaser (Wife)