

93332

EARNEST MONEY RECEIPT AND AGREEMENT

(Non-residential form)

Stevenson

April 13, 1976

Washington

RECEIVED FROM DONALD D. CAPP'S and DOROTHY A. CAPP'S husband and wife,
 FIVE HUNDRED and NO/100 - - - - - DOLLARS (\$ 500.00)
 in the form of check for \$ 500.00 Cash for \$ - - - - - Note for \$ - - - - - paid or delivered to ~~the~~ ^{the} earnest money

in part payment of the purchase price of the following described real estate in ~~XXXXXX~~ County of Skamania Washington; Commonly known as
 (Car) ~~En~~ 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 - - - - -
 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.



General taxes for 1977 and for all subsequent years.

- 1. Seller to be free of encumbrances, or defects, except:
- 2. Rights reserved in federal patents or state leases, buildings or use, restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- 3. Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.
- 4. If financing is required, purchaser agrees to make immediate application therefor, purchaser to pay all required costs, and exert best efforts to procure such financing, STATUTORY.
- 5. Title to be free of encumbrances or defects, except those noted in Paragraph 4.
- 6. Taxes for the current year, rents, insurance, interest, mortgage, reserves, water and other utility constituting liens shall be prorated as of the full payment of the purchase price.
- 7. Purchaser shall be entitled to possession on the day of full payment of the purchase price.
- 8. 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 the day of full payment of the purchase price.
- 9. 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.
- 10. There are no verbal or other agreements which modify or affect this agreement. Terms of the clause in this agreement.

Clark L. Klein
 Robert J. Salvesen
 Seller
Margaret S. Epler
 Seller (Wife)

Donald D. Capps
 Donald D. Capps
 Purchaser
Maryann J. Capps
 Purchaser (Wife)

Purchaser warrant they are of legal age.

Purchaser's Address:

Phone:

The undersigned seller on this day of April, 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 ~~to~~ Dollars (\$~~500.00~~) 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 April, 1976.

Purchaser

Purchaser (Wife)

A form approved by Seattle Real Estate Board 1964