

FHA/VA

FINANCING. If this agreement is conditioned upon Purchaser obtaining FHA or VA financing, it is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to incur any penalty by forfeiture of earnest money, or otherwise be obligated to complete the purchase of the property described herein, unless Seller has delivered to Purchaser a written statement issued by the FHA or VA, as applicable, setting forth an appraised value of the property (excluding closing costs), of not less than the purchase price. Seller hereby agrees to deliver said statement to the Purchaser promptly after it is made available to Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to such appraised value, provided the difference in excess of the appraised value is paid in cash.

In the event funds for the transaction are to be obtained through a VA guaranteed new construction loan, Seller agrees not to violate VA Technical Bulletin 26 A-5 or any amendment thereto.

INSPECTIONS

MAY BE REQUIRED. Seller understands that in order for Purchaser to obtain financing, THE LENDING AGENCY, FHA, or VA MAY REQUIRE THAT THE PROPERTY COMPLY WITH THE HOUSING CODE and other governmental requirements of the city or county in which it is located, and may require other inspections, including, but not limited to, termite; heating; plumbing; roof; electrical; septic tank and well water.

COST OF INSPECTION. Seller agrees to pay, in advance, upon request, costs of any of the above inspections.

OBLIGATION TO MAKE REPAIRS. SELLER UNDERSTANDS that as a result of any city, county or other inspections, HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED under this agreement.

PURCHASER'S INSPECTION. Purchaser agrees that he has made a visual inspection of the property and accepts it in its present condition unless otherwise noted herein.

INCLUDED ITEMS

Any of the following personal property presently located on the premises is included in this sale: all built-in appliances; wall-to-wall carpeting; curtain rods; window and door screens and awnings; storm doors and windows; installed television antennas; any ventilating, air conditioning, and heating equipment; irrigation fixtures and equipment; water heaters; installed electric fixtures; lights and light bulbs; shrubs, plants and trees; and all bathroom and other fixtures.

TITLE INSURANCE

Seller, at Seller's expense, will immediately apply for a preliminary commitment for a standard form Purchaser's policy of title insurance to be issued by such title insurance company as the Purchaser shall designate. Said preliminary commitment and the title policy to be issued, shall contain no exceptions other than those provided for in said standard form and those noted in paragraph 4 hereof. If title cannot be made so insurable prior to the closing date called for herein, the earnest money shall, unless Purchaser elects to waive such defects or encumbrances, be refunded to the purchaser, less any costs incurred or advanced by Agent for Purchaser, and this agreement shall thereupon be terminated.

CONVEYANCING

CLEAR TITLE. If this agreement is for conveyance of fee title, TITLE SHALL BE CONVEYED BY STATUTORY WARRANTY DEED and free of encumbrances or defects, except those noted in paragraph 4 and 8.

CONTRACT ASSIGNMENT. If this agreement is for sale or transfer of a Purchaser's interest under an existing real estate contract, the transfer shall be BY STATUTORY WARRANTY DEED, CONTAINING A PURCHASER'S ASSIGNMENT of said contract in form sufficient to convey after acquired title.

GENERAL PROVISIONS

TIME IS OF ESSENCE. Time is of the essence of this agreement.

NO VERBAL AGREEMENTS. There are no verbal or other agreements which modify or affect this agreement. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE SELLER, PURCHASER AND AGENT.

CONDITION OF WELL

Seller warrants that: (1) The private well serving the property, has always provided an adequate supply of household and yard water, meeting State Department of Social and Health Services purity standards; and (2) Continued use of the well is authorized by a State permit or other established and existing water right.

CONDITION OF SEPTIC TANK

Seller warrants that the septic tank serving the property: (1) Is in good working order and Seller has no knowledge of any needed repairs, and (2) Meets all applicable Governmental health, construction and other standards.

CASUALTY CLAUSE

If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this agreement or the option of Purchaser shall become null and void.

No. 9559

TRANSACTION ENCL

NOV 29 1983

Amount Paid \$88.50

St. Louis County Treasurer
By [Signature]

1. PURCHASE PRICE (Continued)

3. (continued) aforesaid sum, to be delivered at time of closing, said note to be payable in full on January 3, 1984.

4. Purchasers further agree to pay interest on the aforesaid sum at the rate of 12% per annum from November 1, 1983 through January 3, 1984.

3. CONTINGENCIES (Continued)

upon payment by purchasers of an assumption fee in the amount of 1 1/2% of the unpaid balance and a transfer fee of \$70.00.

INCLUDED ITEMS (Continued)

Seller will:

Place T-111 siding on outside and downstairs Sheetrock, tape and texture basement walls

Place bottom seal on garage door

Reinforce underneath outside deck

Supply fixtures for basement bathroom (toilet, sink, shower)

Texture basement stairway

Secure washer plug into wall

Install faucets on tub in upstairs bathroom

Install new rain gutters on house

Leave storage cabinets which are presently in basement and garage

Remove all debris from premises

Fix broken window in the blue bedroom

Build in dishwasher

Leave any excess paint materials for touch-up

Install floor molding

Leave paint to clean and paint front hall closet

Sellers to pay 1/2 of attorney's fee

Buyers to pay 1/2 of attorney's fee

Jerry F. Nowotny

Mary A. Nowotny

Wesleyville, Maryland

Suzanne M. and



96751

AMENDMENT TO

REAL ESTATE PURCHASE AND SALE AGREEMENT

It is mutually agreed that the time for closing escrow under the Real Estate Purchase and Sale Agreement of September 26, 1983, is extended to and including November 22 1983.

DATED at Stevenson, Washington on the 21st day of ~~October~~
November
1983.

Wesley A. Monroe
WESLEY A. MONROE

Jerry F. Novotny
JERRY F. NOVOTNY

Susan C. Monroe
SUSAN C. MONROE

Mary F. Novotny
MARY F. NOVOTNY

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me WESLEY A. MONROE and SUSAN C. MONROE, 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 5th day of November, 1983.

J. T. Rehm
Notary Public in and for the
State of Washington, residing
at Stevenson, Wa.

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JERRY F. NOVOTNY and MARY F. NOVOTNY, 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 17th day of November, 1983.

Akira D. Jensen
Notary Public in and for the
State of Washington, residing
at Stevenson