

REAL ESTATE PURCHASE AND SALE AGREEMENT (Residential)

(WITH EARNEST MONEY PROVISION)

THIS IS A LEGALLY BINDING CONTRACT. READ BOTH FRONT AND BACK CAREFULLY BEFORE SIGNING

Stevenson, Washington September 26, 1983

The undersigned Purchaser Jerry F. Novotny & Mary F. Novotny, Husband and wife agrees to purchase and the undersigned Seller agrees to sell, on the following terms, the real estate commonly known as 244 N.E. Hilcrest Street in the City of Stevenson County, Washington, legally described as (full and complete legal description must be inserted prior to execution by parties.) Lot 13, of Block 1 of the FIRST ADDITION TO HILL CREST ACRE TRACTS according to the official plat thereof on file and of record at page 97 of Book A of Plats, Records of Skamania County, Washington.

1. **PURCHASE PRICE.** The total purchase price is FIFTY FIVE THOUSAND DOLLARS & 00/100----- (\$ 55,000), payable as follows:

- 1) \$1,000.00 as earnest money and receipt is hereby acknowledged.
- 2) Purchasers agree to assume Deed of Trust by and between Wes & Susan Monroe and Rainier Mortgage.
- 3) Purchaser agrees to pay the difference between balance owing on Deed of Trust and the unpaid balance of purchase price i.e., \$54,000.00 on or before January 3, 1984. The parties further agree that (See purchasers will sign a promissory note to sellers for the attached)

2. **FINANCING.** This offer ☐ is ☒ is not, conditioned upon Purchaser obtaining a purchase loan. If it is, this agreement shall be null and void unless on or before 1983 Purchaser obtains Lender's approval for a ☐ Conventional ☐ FHA ☐ VA loan of not less than \$ 55,000 payable over not less than 30 years. (IF FHA OR VA ARE CHECKED, THE FHA/VA PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.) Purchaser agrees to pay the credit report and appraisal charges.

3. **CONTINGENCIES.** This agreement is conditioned on: ☐ Sale of Purchaser's present home at St. Other Sellers loan from Rainier National Bank #467-7-127047 being assumable by purchasers at the present rate of 9.875% or less, (cont)

4. **CONDITION OF TITLE.** Title to the property is to be free of all encumbrances or defects, except as noted in paragraph 8 below, and except for: those of record Rights reserved in federal patents or state deeds; building or use restrictions, general, to the area, other than platting and subdivision requirements; utility easements; other easements not inconsistent with Purchaser's intended use; and reserved oil and/or mineral rights; shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.

5. **UTILITIES.** Seller warrants that the property is connected to a ☒ public water main ☐ well ☒ public sewer main ☐ septic tank ☐ None of the foregoing. (IF WELL OR SEPTIC TANK ARE CHECKED, THE WELL OR SEPTIC TANK PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.)

6. **LEASED FIXTURES.** THE FOLLOWING FIXTURES ARE RELEASED ☐ Furnace ☐ Gas conversion burner ☐ Hot water heater 2228 2228 These leased fixtures are included in the sale and the

SELLER AGREES TO ACQUIRE TITLE TO THE SAME PRIOR TO CLOSING.

7. **CLOSING OF SALE.** This sale shall be closed on or before November 1, 1983 Notwithstanding the foregoing date, if paragraph 3 above ("Contingencies") is applicable, and is met or waived prior to the foregoing date, then this sale shall be closed within 90 days after it is met or waived.

This sale shall be closed by Jan C. Kielpinski or such other Closing Agent as Purchaser shall designate. Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement.

8. **CLOSING COSTS & PRO-RATION.** Seller and Purchaser shall each pay one-half of escrow fee unless this sale is VA financed, in which case Seller shall pay the same. Seller shall pay real estate excise tax and for revenue stamps.

Taxes for the current year, insurance acceptable to the Purchaser, rents, interest, mortgage reserves, and water and other utilities constituting liens, shall be pro-rated as of closing; Purchaser agrees to pay for remaining oil in fuel tank provided that, prior to closing, Seller obtains a written statement of quantity and price thereof from the supplier.

9. **POSSESSION.** Purchaser shall be entitled to possession on ☐ Closing ☒ Closing means the date on which all documents are recorded and the sale proceeds are available to Seller.

10. **DEFAULT AND REFUND.** If either party defaults (that is, failure to perform the acts required of him) in his contractual performance hereunder, the non-defaulting party may seek specific performance pursuant to the terms of this agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is the Purchaser, the earnest money, upon demand, shall be refunded less any charges required as initial loan fees attributable to Purchaser's financing. If the non-defaulting party seeking damages or rescission is the seller, the earnest money, upon demand, shall be forfeited whereupon it shall be divided equally between seller and agent, (if any, to be applied to payment of agent's fee) less all charges provided above. If financing is required, the parties agree to refund earnest money (less credit report fee, appraisal fee, and other loan charges, if any) in the event financing contemplated by the purchaser is not obtainable.

11. **SPECIAL PROVISIONS.** In addition to FHA/VA or CONTINGENCY Provisions, if called for above, THE FOLLOWING PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT: INSPECTIONS; INCLUDED ITEMS; TITLE INSURANCE; CONVEYANCING; AND OTHER PROVISIONS.

12. **EARNEST MONEY RECEIPT.** Undersigned acknowledges receipt from Purchaser of \$ 1,000.00 in the form of ☐ cash ☐ personal check ☐ cashier's check ☐ as earnest money in partial payment of the purchase price.

By

13. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Purchaser offers to purchase the property on the terms and conditions noted herein and acknowledges that he has read all terms and conditions above and on the reverse side hereof. Seller shall have until midnight of 1983 to accept this offer by delivering a signed copy hereof to the Purchaser or Agent. If this offer is not so accepted, it shall lapse and the Seller or Agent shall refund the earnest money to the Purchaser.

PURCHASER Jerry F. Novotny Chinook Drive, Cook, WA 98605
PURCHASER'S ADDRESS
PURCHASER Mary F. Novotny HOME OFFICE
PURCHASER'S PHONE

14. **SELLER'S ACCEPTANCE AND AGENT'S AGREEMENT.** Seller agrees to sell the property on the terms and conditions specified herein and further agrees to pay a commission of (\$) to the agent for services rendered. Seller acknowledges a receipt of a copy of this agreement, signed by both parties, having read the terms and conditions above and on the reverse side hereof. Date of 1983

SELLER Susan C. Monroe 244 N.E. Hilcrest, Stevenson, WA
SELLER'S ADDRESS
SELLER Wesley A. Monroe HOME OFFICE
SELLER'S PHONE

15. **PURCHASER'S RECEIPT.** Purchaser acknowledges receipt of a Seller signed copy of this agreement on 1983
PURCHASER Jerry F. Novotny PURCHASER Mary F. Novotny

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 advances 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 at the option of Purchaser shall become null and void.

No. 9559

TRANSACTION EXCISE TAX

NOV 29 1983

Amount Paid \$88.50

Stemania 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

John F. Mooney

Mary F. Novotny

Wesley C. Howard

Sunil M. Mural



REAL ESTATE PURCHASE AND SALE AGREEMENT

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

Jerry F. Novotny
JERRY F. NOVOTNY

MARY F. NOVOTNY

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.

John T. F. [Signature]
Notary Public in and for the
State of Washington, residing
at Stevenson, Wa.

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.

Notary Public in and for the
State of Washington, residing
at SEVEN

