

106288

BOOK 112 PAGE 179

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

North Bonneville, Washington December 8, 19 88

The undersigned Purchaser, Carol J. Marlett, agrees to purchase

and the undersigned Seller agrees to sell, on the following terms, the real estate commonly known as 804 Celilo

Street in the City of North Bonneville, Skamania County, Washington, legally described

as (full and complete legal description must be inserted prior to execution by parties.) 1979, Marlett Mobile Home, Serial No. C80814, Lot 4, Block 8, Plat of Relocated North Bonneville, recorded in Book "B" of plats, page 16, under Skamania County file no. 83466, Also recorded in Book "B", of plats, page 32, under Skamania County file no. 84429, Records of Skamania County Washington.

1. PURCHASE PRICE. The total purchase price is Twenty Thousand forty two dollars and twenty five cents. (\$ 20,042.25) payable as follows:

The purchase price is Twenty thousand forty two dollars and twenty five cents (20,042.25) of which One thousand dollars and no cents (\$1,000.00) have been paid, and the balance on Real Estate Contract (Record No. 100892, Book 100, Page 688, recorded 1 April 1986) reverts back to Carol J. Marlett.

2. FINANCING. This offer is not conditioned upon Purchaser obtaining a purchase loan. If it is, this agreement shall be null and void unless on or before 19 Purchaser obtains Lender's approval for a conventional FHA VA loan of not less than \$ payable over not less than 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 N/A St. Other: on or before 19

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: 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 N/A. 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 N/A 19. 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 n/a 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 as to the 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 herein, 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 GENERAL PROVISIONS.

12. EARNEST MONEY RECEIPT. Undersigned acknowledges receipt from Purchaser of \$ N/A in the form of check cashier's check partial payment of the purchase price. PAID 12418 as earnest money in DEC 8 1988

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 19 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 Carol J. Marlett PURCHASER'S ADDRESS P.O. Box 111, North Bonneville, WA 98639 PURCHASER'S PHONE HOME 427-4740 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 N/A 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.

SELLER Henry L. Stevens SELLER'S ADDRESS 5200 S.W. 141 Ave. #53, Beaverton, OR 97005 SELLER'S PHONE HOME OFFICE 846-9358

15. PURCHASER'S RECEIPT. Purchaser acknowledges receipt of a Seller signed copy of this agreement. NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT STEVENSON

REAL ESTATE PURCHASE AND SALE AGREEMENT (Residential) Washington Legal Blank Co., Bellevue, WA Form 462R 10 77 MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.

AGENT'S COPY

FILED FOR RECORD SKAMANIA CO WASH BY CAROL J. MARLETT NO. 130-111 BONNEVILLE 98639 DEC 8 1 48 PM '88 GARY M. OLSON

Glenda J. Kimmel, Skamania County Assessor By: DM Parcel # 2-7-20-3-4-4-400