

109495

BOOK 119 PAGE 460

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

RECEIVED OF

Guy + Cheryl CUMMINGS

Sept.

17

1989

hereinafter called purchaser, \$ 2000⁰⁰, as earnest money and in part payment for the following described real estate situated in the City of Northwood, County of SKAMANIA, State of WASHINGTON, described as follows, to-wit:

Cabin site # 158 of Northwood being Part Government Lot 1
H&S Section 24, Township 7 North Range 6 East of
Williamette meridian

for the sum of which we have this day sold to the purchaser Dollars \$ 22,500⁰⁰ on the following terms, to-wit: The earnest money hereinabove receipted for \$ 2000⁰⁰ upon acceptance of title and delivery of deed or delivery of contract \$

balance of Dollars \$ 20,500⁰⁰ payable as follows: \$ 255.77 per month for 20 years starting 10-17-89 To 10-17-2009 based on 12% interest per annum

No Pay off partially Contract to be Renewed in JAN or Feb 1990 due to Miss down payment of \$ 2000⁰⁰

If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each unit according to applicable law, prior to closing. (Delete if inapplicable.)

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after a written notice of defects is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within 7 days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and

Taxes, Lease Home Owners as due - etc.

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except

are to be left upon the premises as part of the property purchased.

The following personal property is also included as part of the property sold for said price: wood stove, and furniture

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, whichever ever first occurs.

Possession of said premises is to be delivered to purchaser on or before 19 Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Further conditions: 90 day late on any money due to owners on To Lease Home, Subject To execution by either party

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Date when 9-17-89
Marcia K. Wheeler 9-17-89 Owners

I hereby agree to purchase the above property and to pay the price of

2000⁰⁰ down payment

Address

Phone

22,500⁰⁰ Dollars as specified above.

Purchaser

Cheryl E. Cummings 9-17-89

FILED FOR RECORD
SKAMANIA WASH
BY: Peter Wheeler

JUN 21 23 PM '90

CARY E. OLSON