Reynolds, Gates
Portland, Oregon

EARNEST MONEY RECEIPT AND AGREEMENT

RECEIVED FROM Norman/Carol Sykes, Purchasers, N. Bonneville Washington, 19 93

118181 BOOK/PAGE (hereinafter called "Purchaser")

In the form of cash/check/money order paid to agent as earnest money in part payment of the purchase of the following described real estate in Skamania County, Washington: DOLLARS ($ 1,000.00)

910 Sunset Ave. No. Bonneville, Wa. 98638
Lot 10 Block 9 Located in Bonneville Book 11, Page 123.
TAX PARCEL NO. - 02-07-2

(If the property is inaccurately described, seller hereby expressly authorizes agent subsequently to write herein, or attach hereto, the correct legal description thereof.)

Total purchase price is Seventy five Thousand five hundred DOLLARS ($ 75,500.00), payable as follows: One thousand dollars earnest money paid in advance on 8/30/93, leaving a balance of $74,500.00. This amount is to be payable in lump upon condition of buyer obtaining a conventional loan.

Sellers agree to refund earnest money paid by buyers if all efforts are exhausted by buyers to obtain a conventional loan and they are signed with all documents. Accepted costs to sellers. Sellers agrees further to sell property to buyers at appraised price if it comes in lower.

Seller agrees to furnish and deliver deed/contract as soon as available, a purchaser's policy of title insurance, and seller authorizes agent to apply or order for such policy or report showing condition of title.

If title is not marketable and cannot be made marketable within 60 days from date of title report, earnest money shall be refunded and all rights of purchaser terminated, except that purchaser may waive defects and elect to purchase. The agent shall not be responsible for delivery of title.

However, in the event the purchaser fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the purchaser shall be forfeited to the seller as the sole and exclusive remedy available to seller for such failure. The total earnest money deposit to be forfeited shall not exceed five percent of the purchase price.

Purchaser's initials NS/CS Seller's initials [illegible]

The property to be conveyed by Warranty deed, free of encumbrances, except:

All irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks, but excluding fireplace firebowls, water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, television antennas, awnings, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, attached television antennas, all plants, shrubs and trees and all fixtures not excepted herein are to be left upon the premises as part of the property purchased.

Rights reserved to federal, national or state lands, building or use restrictions general to the district and building and zoning regulations and provisions shall not be deemed encumbrances to be discharged by seller may be paid out of purchase money at date of closing.

Taxes for the current year, rent, insurance, interest, mortgage reserves, water and other utilities constituting liens, shall be prorated as of date of closing or the date of possession, whichever is earlier.

Title to assume: [illegible] If closed by escrow, seller hereby will deposit in escrow all instruments and moneys necessary to complete the purchase according to the terms hereof. Escrow fee to be shared equally by purchaser and seller, unless otherwise agreed upon by agent's office.

Possession: Property will be checked in Agents office

Purchaser offers to purchase this property on the terms noted in its present condition. This agreement is based subject to the approval of the seller thereof within 60 days from date. Purchaser agrees not to withdraw this offer during that 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 will refund this earnest money upon request.

Title shall be cleared in office of Skamania Co. Title Co. in Stevenson Wa within 60 days after title insurance policy or title insurance company's report is furnished to buyer.

AGENCY DISCLOSURE: At the signing of this agreement, the selling agent represented the seller and the listing agent represented the buyer. Both agents disclose that they may receive a fee from the seller and buyer. This is all the agreement between the parties.

By NIA Agent

Accepted: [illegible] Seller

X Norman E. Sykes Purchaser
X Carol E. Sykes Purchaser

Address City State Zip Phone

Seller acknowledges receipt of original duplicate hereof, including earnest money receipt, and that of the other duplicate hereof.

DATE: X Purchaser [illegible]
X Purchaser Carol E. Sykes

Copy hereof showing seller's signed acceptance sent to purchaser by registered mail to purchaser's above address.

(return receipt requested) on 19
Return receipt card received and attached to broker's copy 19

The undersigned hereby agrees to pay a commission of Dollars ($) to the agent for services. In the event earnest money is forfeited, it shall be apportioned to seller and agent equally, providing the amount to agent does not exceed the agreed commission.

Address Seller

Phone Seller

Registered
Indexed, Dir
Indirect
Filmed
Mailed

* Indicate Yes or No. 2-7-20 - 5-4-38 21 L

DUPLICATE

RECORDED
SKAMANIA CO. WASH
BY Norman & Carol Sykes
Dec 10 12 39 PM '93
AUDITOR
GARY M. OLSON

118181

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT