

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

SEATTLE REAL ESTATE BOARD FORM - 1962

EARNEST MONEY RECEIPT AND AGREEMENT

(NON-RESIDENTIAL FORM)

Goldendale

Washington, 16 Jan. 79

RECEIVED FROM Clinton L. and Judy M. Hillman, husband and wife,

Hereinafter called "Purchaser"

One thousand

DOLLARS (\$1,000.00)

in the form of check for \$ 2 Check , Cash for \$ _____ , Note for \$ _____ , due _____ , paid or delivered to agent as earnest moneyin part payment of the purchase price of the following described real estate in the City of _____ , County of Klickitat , Washington; commonly known as _____

(The parties hereto hereby authorize agent to insert over their signatures the correct legal description of the above designated property if unavailable at time of signing, or to correct the legal description entered if erroneous or incomplete.)

Lots 1,2,3,9,10,11,12,13,14, and 15 in Block 7 US Centerville.

TOTAL PURCHASE PRICE is eighteen thousand

(\$18,000.00) payable as follows: The sum of \$6,000.00 down and the balance of \$12,000.00 to be paid at rate of \$200.00 per month, or more, including interest on deferred balances at rate of 10 per cent per annum with said successive monthly installments commencing 30 days after closing. The \$1000.00 earnest money herein paid shall be applied to the \$6,000.00 down payment and included therein.

Sale to be closed within six months from date hereof - if seller is ready to make said sale with good title and buyer fails to complete sale then the \$1,000.00 shall be forfeited and if for some reason seller fails to follow through on sale with good title then \$1000.00 shall be returned.

It is agreed that in case buyer cannot make sale in said six months time then by paying \$100.00 a month they can keep deal open for another six months but said \$100.00 payments shall not apply to purchase price.

1. Title of seller is to be free of encumbrances, or defects, except:

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.

2. Seller shall make available to purchaser at office of closing agent as soon as procurable, a standard form purchaser's policy of title insurance or report preliminary thereto issued by PIONEER NATIONAL TITLE INSURANCE CO and seller authorizes agent to apply at once for such title insurance. The title policy to be issued shall contain no exceptions other than those provided for in said standard form plus encumbrances or defects noted in Paragraph 1 above. Delivery of such policy or title report to closing agent named herein shall constitute delivery to purchaser. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth in Paragraph 8 hereof, earnest money shall be refunded and all rights of purchaser terminated. Provided that purchaser may waive defects and elect to purchase. If title is so insurable and purchaser fails or refuses to complete purchase, the earnest money shall be forfeited as liquidated damages unless seller elects to enforce this agreement. The agent shall not be responsible for delivery of title.

3. If financing is required purchaser agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing.

4. (a) If this agreement is for conveyance of fee title, title shall be conveyed by Warranty Deed free of encumbrances or defects except those noted in Paragraph 1.

(b) If this agreement is for sale on real estate contract, seller and purchaser agree to execute a real estate contract for the balance of the purchase price on Real Estate Contract Form A-1964 currently distributed by Title Insurance Companies. The terms of said form are herein incorporated by reference. Said contract shall provide that title be conveyed by Warranty Deed.

If said property is subject to an existing contract, mortgage or deed of trust which seller is to continue to pay, seller agrees to pay said contract, mortgage or deed of trust in accordance with its terms, and upon default, purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the contract between seller and purchaser herein.

(c) If this agreement is for sale and transfer of vendee's interest under existing real estate contract, the transfer shall be by proper purchaser's assignment of contract and deed sufficient in form to convey after acquired title.

5. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be pro-rated as of _____

6. Purchaser shall be entitled to possession on date of closing

7. Purchaser offers to purchase the property in its present condition, on the terms noted. This offer is made subject to approval of the seller by midnight of _____. In consideration of agent submitting this offer to seller, purchaser agrees with agent not to withdraw this offer during said 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 shall refund the earnest money upon demand.

N/A

8. The sale shall be closed in the office of _____ within _____ days after title insurance policy or report preliminary thereto is delivered showing title insurable, as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than 120 days from date of this Agreement, which shall be the termination date. The purchaser and seller will, on demand, deposit in escrow with the closing agent, all instruments and monies necessary to complete the purchase in accordance with this agreement; the cost of escrow shall be paid one-half each by seller and purchaser.

9. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

Agent

x Clinton L. Hillman
Purchaser
x Judy M. Hillman
Purchaser

A citizen or one who in good faith declared his/her intention to become a citizen of the United States. Purchasers herein warrant they are of legal age.

Purchaser's Address RT 3 Box 286, Goldendale WAPhone 773-4384

The undersigned seller on this _____ day of _____, 19____ hereby accepts and approves the above agreement and agrees to carry out all of the terms

thereof and further agrees to pay a commission of _____ Dollars (\$_____) to the above agent for services. In the event earnest money is forfeited, it shall be apportioned to seller and agent equally, provided the amount to agent does not exceed the agreed commission. I/we further acknowledge receipt of a true copy of this agreement, signed by both parties.

Address

x Jonathan G. West
Seller
x Peter A. Johnson
Seller

A true copy of the foregoing agreement, signed by the seller, is hereby receipted on this _____ day of _____, 19____

Purchaser

Purchaser (Wife)