



88323

RECEIVED FROM W. Jack Spunkel and John R. Clay, as their separate estates and/or assigns Washington, Dec 11 1978

Four Thousand Five Hundred and 00/100 (hereinafter called "Purchaser")
DOLLARS (\$ 4500.00)
in the form of NOTE paid to agent as earnest money in part payment of the purchase price of the following real estate in SKAMANIA
County, Washington:

SW 1/4 of the Southeast 1/4 of Sec. 34 T2N R5E, W1A except the south 805
feet thereof. Subject to Close at Earnest Money Agreement dated 12-4-78
Number 5686

Total purchase price is Forty Five Thousand and 00/100 DOLLARS (\$ 45000.00)
payable as follows:
SEE Addendum E's 18539 and 18540 Attached and Exhibit "A" Contract Language

Seller agrees to furnish and deliver to purchaser as soon as procurable a purchaser's policy of title insurance and seller agrees to apply for and pay for such policy or report showing condition of title.
If title is not insurable and cannot be made insurable within 185 days from date of title report, earnest money shall be refunded and the rights of purchaser (or his estate) except that purchaser may waive defects and elect to purchase. But if title is good and purchaser neglects or refuses to complete purchase, the earnest money, or any part thereof, shall be forfeited as liquidated damages. The agent shall not be responsible for delivery of title.

The property is to be conveyed by STATUTORY WARRANTY deed, free of encumbrances, except NONE

All irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoves and oil tanks, but excluding pool fixtures, water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, motion picture projectors, window and door screens, storm doors and windows, attached televisions, air conditioning, 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 in Federal patents or state deeds, building or use restrictions general to the district and building or zoning regulations and provisions shall not be deemed encumbrances. Encumbrances to be discharged by seller may be paid out of purchase money at date of closing. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of date of CLOSING

Close in escrow: Yes No. If closed in escrow, each party will deposit in escrow all instruments and moneys necessary to complete the purchase. Escrow costs to be shared equally by purchaser and seller. If not in escrow, close in agent's office.

Purchaser agrees to purchase the property on the terms noted in its present condition and this agreement is issued subject to the approval of the seller thereof within (3) days from date. Purchaser agrees not to withdraw this offer during sale 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 the earnest money upon demand.

The sale shall be closed in effect of Land Title OR ASSIGNS within 30 days after title insurance policy or title insurance company's report is furnished by seller.

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

W. Jack Spunkel, Jr. Agent
Bob Schmelz Agent
Accepted this 13 day of Dec 1978
John W. Stevenson Seller
John W. Stevenson Seller (wife)

X W. Jack Spunkel, Jr. Purchaser
X Bob Schmelz Purchaser
1301 NE Hwy 99 Address
VANCOUVER WASH.
574 2205 Phone

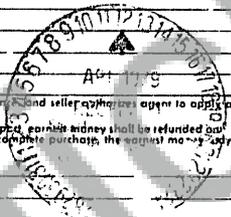
DELIVER PROMPTLY TO PURCHASER, either manually or by registered mail, a copy hereof showing seller's acceptance.
Purchaser acknowledges receipt of the foregoing instrument bearing his signature and that of the seller showing acceptance.
DATE: _____ PURCHASER: _____
DATE: _____ SELLER: _____

The undersigned hereby agrees to pay a commission of 2.50 Dollars to the above 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 its agreed commission.

Stevenson, WASH Washington, Dec 13 1978
John W. Stevenson Seller
Address _____ Phone _____
Seller (wife) _____

INDICATE WHETHER YES OR NO
BROKER'S COPY
7711 SK11469
3-5-74-900

1. Purchaser \$1,500.00, with
2. Purchaser tax, revenue the principal
3. Seller Deed and CAR
4. Purchaser of closing. To at the rate of interest shall
5. Seller to at principal
6. Seller agree to subject with resp
7. This agree AS exhibit
8. Seller to purchaser.



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 called "Purchaser"
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- Addendum to EARNEST MONEY #1565 dated 12-11-78*
1. Purchaser agrees to pay the real estate brokers fee in the amount of \$1500.00, which shall be in the form of a note and applied as down payment.
 2. Purchaser agrees to pay seller's Escrow fee, title policy cost, excise tax, revenue stamps and recording fees, which shall be applied toward the principal balance of the mortgage.
 3. Seller to convey property in means of Statutory Form ¹¹⁶¹ Warranty Deed and carry back a first mortgage in the amount of ~~500~~ ⁵⁵⁰ 550.00.
 4. Purchaser agrees to pay the balance of the mortgage within 15 years of closing. The declining balance of the mortgage shall bear interest at the rate of 10% annually beginning 180 days from closing. Such interest shall be due and payable annually.
 5. Seller to grant deeds in a per acre basis for each ~~acre~~ ³⁵⁰⁰⁰⁰ reduction of principal balance.
 6. Seller agrees to allow purchaser or their assigns reasonable access to subject property to complete necessary feasibility study. Access is with respect to all livestock.
 7. This agreement is subject to final contract language. Attached as exhibit "A".
 8. Seller to be able to pasture cattle for the 180 days of contract purchaser shall not pay interest during this 180 day period.

9. This
- After
- # 56680
10. Seller
- more fr
- Conveyance
- # 56686

[Handwritten signatures and initials]

[Handwritten notes and signatures]

① Excluded

② Excluded

Accepted

ADDENDUM TO EARNEST MONEY #1565 DATED 12-11-78

9. This sale is to close at purchaser's option within 10 days after close of sale of purchase and sale agreement # 56686 dated 12-4-78 JS

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10. Seller agrees to pro rate sale price of entire 80 acres more or less to \$300.00 per acre for the entire property conveyed to purchaser on purchase and sale agreement # 56686 and earnest money agreement # 1565 JS

80 acres is including the Rembs

W. Jack Sprinkel 12-11-78
seller

[Signature] 12-11-78
buyer

This offer is accepted as a backup to Earnest Money agreement # 6740. This offer will move into first position Jan 14 1979 if a copy of finding has not been removed by Mr & Mrs Earl Westman.

Excluding items # 9

12/13/78 * John W. [Signature]
seller

16 December 1978
Accepted: W. Jack Sprinkel
[Signature]

amount of
down payments

easy exercise
paid toward

FED. LIABILITY
\$500.00

15 years
interest
Such

Reduction

Access is

Attached

Contract
period.

88853