



FORM NO. 800
Stevens-Nass Law Publishing Co.
Portland, Oregon 97204

EARNEST MONEY RECEIPT AND AGREEMENT

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RECEIVED FROM

W. Jack Sprinkel 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")

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, W1/4 except the south 805 feet there. Subject to Close at Earnest Money Agreement dated 12-4-78
Number 56686

Total purchase price is Forty Five Thousand and 00/100 DOLLARS \$45,000.00
payable as follows:

SEE ADDENDUMS 13539 and 13540 Attached and Exhibit "A" Contracting

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 rights of purchaser are limited 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, at seller's option, be forfeited as liquidated damages. The agent shall not be responsible for delivery of title.

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

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

Rights reserved in federal patents or state deeds, building or zoning 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 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, agent will refund the earnest money upon demand.

The sale shall be closed in offer of Land Title OR DEEDS 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.

By W. Jack Sprinkel, Jr. Agent
By John R. Clay Purchaser
Attested this 13 day of Dec 1978
By John R. Clay Seller
By John R. Clay Seller (wife)
Address 1301 NE Hwy 99
VAN COURCE 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: Dec 11 1978 Purchaser: John R. Clay

Copy hereof showing seller's signed acceptance sent purchaser by registered mail to purchaser's above address return receipt requested on 12 Return receipt and accepted and attached to broker's copy 12

The undersigned hereby agrees to pay a commission of 4.50 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.

Address John R. Clay Seller
Phone

Indicate whether YES or NO: NO Seller (wife)

7710 SK 11469 BROKER'S COPY

4-5-84-900

1. Purchaser
\$4500.00, 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
of principal

6. Seller agree
to subject
with respect

7. This agree
As exhibit

8. Seller to
purchaser



FORM NO. 810 - HANDBY FAX
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1978
 called "Purchaser"
 with 805
 -78
 1.00
 Contract Language
 policy or report showing
 user initiated, except
 be forfeited as liqui
 encumbrances, except
 ched elec. & light and
 ndows, attach-
 fee, and encumbrances
 2
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 (3)
 ven to agent by seller
 life insurance policy or
 Purchaser
 Address
 Phone
 chaser by registered
 19
 19
 19
 Dollars
 used to agent does not
 Seller
 Seller (with)

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 sellers 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 University Deed and carry back a first mortgage in the amount of \$30,500.00 ^{date 12/11/78}
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~~ ^{date 12/11/78} reduction of principal balance. ^{\$3500.00}
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. The
 After
 # 56600

10. Seller
 more fr
 Conveyance
 # 56688

[Signature]
 12/11/78
[Signature]
 12/11/78

12/11/78
 56600
 First
 lies
 (2) Excluded
 56688

12/11/78
 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 prorate 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 Rem. S

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 conveyance of finding has not been removed by Mr. & Mrs. Earl Wistman.

(2) Excluding items #9

12/13/78 * John W. Conner

Seller

16 December 1978
Accepted: W. Jack Sprinkel