



FORM No. 600
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EARNEST MONEY RECEIPT AND AGREEMENT

#5557
AUGUST 2 PAGE 328 1979

Skamania County

Washington

90449

RECEIVED FROM Mr. KENT KEVIN GILLAS & KATHY MARIA CILLAS (husband & wife)

28-B South Fairway, Pullman, Washington 99163 (Ph) 509-332-6904

Vancouver #256-7703

(hereinafter called "Purchaser")
DOLLARS (\$ 500.00)

in the form of check

paid to agent as earnest money in part payment of the purchase price of the following real estate in

County, Washington:

Known as plate lot #2 of the Sunseri-Schull Short Plat off Taylor Rd. Extension and Schull Rd. located in N.P.O. 25L Buhman Rd. Skamania, Wa. a 2 1/2 acre parcel more or less, a portion of the Southwest Quarter of Section 30, Township 2, North Range 5 East, of the Willamette Meridian.

Correct, exact legal to be attached at closing, by title co.
Closing date on or before September 30th 1979.

If said property is incorrectly described, SELLER, NEITHER EXPRESSLY NOR IMPLIES, SUBSTITUTES OR ALLEGES ANY OTHER DESCRIPTION OF THE PROPERTY.

Total purchase price is **Twelve Thousand Five Hundred Fifty Dollars \$12,500.00**, payable as follows: Two thousand five hundred dollars down payment including earnest money above. (\$2,500.00) and the balance of Ten Thousand Four Hundred Fifty Dollars (\$10,450.00) to be carried on a real estate contract by the seller at the interest rate of 9 1/2% with monthly payments of One Hundred Seventy Dollars & Eighty Cents (\$170.80) or more with the balance of both principal and interest all due and payable seven years (7) from date of closing. First payment due 30 days from closing. Payment five days late, a \$10.00 late charge.

Seller agrees to furnish and deliver to purchaser as soon as procurable a purchaser's policy of title insurance, and seller authorizes agent to apply at once for such policy or report showing condition of title.

If title is not insurable and cannot be made insurable within _____ 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. But if title is good and purchaser neglects or refuses to complete purchase, the earnest money may, at seller's option, be forfeited as liquidated damages. The agent shall not be responsible for delivery of title.

(ingress)

The property is to be conveyed by **warrant land**, deed free of encumbrances, except easements and restrictions of record & for ingress & egress for non exclusive easements and utilities under & over said parcel.

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

does not apply raw land

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**, except taxes on said parcel to be paid by seller thru Dec. 1979.

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.

Possession **after closing**

Purchaser offers 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 7 days from date. Purchaser agrees 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 will refund the earnest money upon demand.

The sale shall be closed in office of **First American Title Co., Stevenson, Inc.** 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.

NONE

Agent

By

Accepted this

day of

22nd August 1979

Seller

Address

Seller (wife)

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 **7/1/79**

Copy hereof showing seller's signed acceptance sent purchaser by registered

mail to purchaser's above address

(return receipt requested) on

Return receipt card received and

attached to broker's copy

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The undersigned hereby agrees to pay a commission of

Does not apply

Washington

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\$ **100** 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.

*INDICATE WHETHER YES OR NO

Address

Seller (wife)

Phone

BROKER'S COPY