FORM No. 800
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EARNEST MONEY RECEIPT AND AGREEMENT

BOOK 6 PAGE 332 #4701

90450

SKAMANIA COUNTY, Washington, September 20th, 1979

RECEIVED FROM Merle Gene Fellows & Rita Ellen Fellows, husband & wife
11001 N.E. Burton Road, Vancouver, Wa. 98662 (206) 892-4675 (hereinafter called "Purchaser")
Two Thousand Dollars & ----------00/100 DOLLARS $ 2,000.00

in the form of _____ paid to agent as earnest money in part payment of the purchase price of the following real estate in ~~Skamania~~ County, Washington: Legal description to be attached: Parcel E on the Sunceri-Smirdich short plat
3.57 acres more or less + or - , 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.

Total purchase price is Seventeen Thousand Five Hundred Dollars & ----00/100 DOLLARS $ 17,500.00
payable as follows: Two Thousand Dollars & no/100($2,000.00) as down payment, The balance of
Fifteen Thousand Five Hundred Dollars & no/100($15,500.00) to be carried on a standard
Washington State Form #1964 Real Estate Contract by the seller, at the interest rate
of 10%, with monthly payments of One Hundred Seventy ($170.00) or more.
With the balance of both principal and interest all due and payable five years from
closing date. Any payment more than five days late, there will be a $10.00 late charge.
Buyers will sign road maintenance agreement. [illegible]

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 30 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.

The property is to be conveyed by Warrant Deed deed, free of encumbrances, except

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

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

Closing date to be on or before Sept. 27th 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 1 day 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 A Washinton Title Co. within _____ 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 _____

X Merle G. Fellows 9-20-79
Purchaser
X Rita E. Fellows 9-20-79
Purchaser (wife)

Address _____
Phone _____

Accepted this 20th day of September 1979

Seller

Seller (wife)

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

Copy hereof showing seller's signed acceptance sent 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__

Washington _____ 19__

DOES NOT APPLY
The undersigned hereby 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, providing the amount to agent does not exceed the agreed commission.

Address

Phone

Seller

Seller (wife)

MAR 1980