



EARNST MONEY RECEIPT AND AGREEMENT

#5558

BOOK

PAGE 336-1979

Skamania County

Washington

August 21

RECEIVED FROM

Bruce Ritchie & Alice Ritchie (husband & wife)

15004 NE 31st St., Vancouver, Wa. Ph. WAH 892-1487

(hereinafter called "Purchaser")

FIVE HUNDRED DOLLARS & 00/100

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 Skamania County, Washington: Legal to be attached: Parcel D Lot 4 of the Sunset-Schull Short Plat 2.6 acres more or less, apportion of the Southwest Quarter of Section 30, Township 2 North, Range 5 East, of the Willamette Meridian;

NOTE: Closing date 14 days from above date or before.

(First payment due 30 days after closing date)

Total purchase price is thirteen thousand four hundred and 00/100 DOLLARS \$ 13,400.00

payable as follows: One Thousand Three Hundred Fifty Dollars (1,350.00) is down payment, including earnest money above. The balance of Twelve Thousand One Hundred Dollars & no/100 (\$12,100.00) to be carried on a real estate contract by the seller, at the interest rate of 10% with monthly payment of the hundred fifty seven & 10/100 or more. With the balance of both principal & interest all due and payable Five years (5) or before from closing date. Buyer will also record maintenance agreement at closing. After five year payment term, there is

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 Warranty deed deed, free of encumbrances, except assessments and restrictions of record for ingress & egress & utilities over or under said property.

All irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoves 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.

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.

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 10 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, Wa. 10 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 _____ Agent
Accepted this 28th day of August, 1979
John A. Gundlach
Seller

Seller (wife)

X Bruce D. Ritchie Purchaser
X Alice M. Ritchie Purchaser (wife)

Address

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: _____

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_____

The undersigned hereby agrees to pay a commission of Does not apply 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) _____

INDICATE WHETHER YES OR NO

BROKER'S COPY

