

69739

BOOK J PAGE 184

ORIGINAL

PROPERTIES DIVERSIFIED

16211 S. E. 16th Street

Phone 892-4051

OFFER TO PURCHASE AND EARNEST MONEY CONTRACT

Vancouver, Wash., August 30 19 67.

RECEIVED OF John E. Siegfried, a single man.

hereinafter called the purchaser, the sum of Two Thousand and no/00 (\$2,000.00) Dollars
as earnest money and in part payment for the purchase of the following described real estate, situated in the city of _____

_____, county of Skamania, state of Washington

to-wit: That tract of land located in Sections 8 and 17, Township 1 North, Range 5 East
of the Willamette Meridian and owned by Karl Abbuehl ET UX and containing approximately
163 acres. Correct legal description to be furnished Purchaser on or before the closing of
this sale.

Roller shades, curtain rods and fixtures, venetian blinds, linoleum, electric light fixtures (but not bulbs), bathroom fixtures, furnaces,
including stokers, oil, sawdust and gas heaters and burners, water heaters, all shrubs and trees, and all other fixtures not excepted
hereon are to be left in the premises as part of the property purchased, which we have this day sold to the said purchaser for the

sum of Sixty Thousand and no/00 (\$60,000.00) Dollars

on the following terms, to-wit: The sum of Two Thousand and no/00 (\$2,000.00) Dollars

as hereinabove receipted for; and Fifty Five Hundred (\$5,500.00) Dollars

upon acceptance of title and delivery of Real Estate Contract, balance _____

SEE ATTACHED EXHIBIT "A".

The owner shall furnish the purchaser as soon as procurable and within (60) days of the date of acceptance of this
offer, policy of Title Insurance, or Abstract of Title, showing good Title.

It is agreed that if the owner does not approve the above sale, or if title is not good and cannot be made good or insurable
within thirty days after notice containing a written statement of defects is delivered to owner, the earnest money herein receipted
for shall be refunded. But if the above sale is approved by the owner and the title to the said premises is good and the purchaser
neglects or refuses to comply with any of the conditions of this sale within (30) days and to make payments promptly, as
hereinafter set forth, then, at owner's option, either the said earnest money shall be forfeited to the owner as liquidated damages and
this contract thereupon shall be of no further binding effect or the owner may demand and enforce specific performance of this
contract.

The property is to be conveyed by good and sufficient warranty deed free and clear of all liens and encumbrances to date except
as specified above. 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 owner, may be paid out
of purchase money at date of closing.

The taxes which become due and payable in the current year, and rents, interest and premiums for existing insurance shall be
adjusted pro rata between the seller and the purchaser on the calendar year basis, as of the date of the consummation of the sale
herein, or of delivery of possession, whichever first occurs. Possession of the above described premises is to be given to the pur-
chaser on or before see attached exhibit "A" 19 _____, or as soon thereafter as existing laws and regulations will
permit removal of tenants, if any. There are no verbal or other agreements which modify or affect this contract. Time is the
essence of this contract.

PROPERTIES DIVERSIFIED

By Jack T. Bell Agent.

I/we have inspected the above described property and hereby agree to purchase same and to pay the price of _____

Sixty Thousand and no/00 (\$60,000.00) Dollars

specified above. Said deed or contract to be in name of John E. Siegfried, a single man.

Purchaser John E. Siegfried

Address Box 200, Sandy Bay, Santa Clara, Calif. Phone 446 3461

Vancouver, Wash., Sept. 6 19 67

I/we hereby agree to the above sale and all the foregoing terms and conditions and agree to pay the above named agent a com-
mission amounting to 5% of sale price for services rendered in this transaction, or one-half of the deposit should same be
forfeited by purchaser, provided said amount shall not exceed the full amount of said commission.

Owner Karl Abbuehl

E. Abbuehl

Acknowledgement to Sellers signatures shown on
Exhibit "A" to this agreement. J. T. Bell

Real Estate Commission to be paid
\$2500.00 at closing, \$1100.00
within one year from the date of
closing, and the balance of \$1400.00
at the end of the year, or upon payment
of \$1400.00 by purchaser at the end of
year, whichever is sooner.

EXHIBIT "A" to that Earnest Money Agreement dated August 30, 1967 between John E. Siegfried and Karl Abbuehl Et Ux.

Purchaser agrees to pay \$7,500.00 down including earnest money on the following terms: \$2,000.00 to Seller upon acceptance of this agreement and \$5,500.00 on the closing date of this date which shall be February 1, 1968.

Purchaser agrees to assume and pay according to its own terms and conditions an existing mortgage on said property in the amount of approximately \$16,000.00 in favor of the Federal Land Bank.

Purchaser agrees to pay the balance due Seller of approximately \$5,500.00 by a Real Estate Contract with the Seller on the following terms: \$5,000.00 or more including interest at the rate of 6% per annum paid on the diminishing principal balances within one year from the date of closing of this sale and \$3,000.00 or more including interest at said 6% per annum within each and every year thereafter until said contract is paid in full.

Purchaser agrees that Seller shall have possession of the house and grounds surrounding same to include present garden and orchard area and egress and access over present driveway and have non-exclusive use of present domestic water system for a period of not to exceed 5 years from the date of closing of this sale rent free to Seller.

It is agreed and understood by Seller and Purchaser that Seller may operate said property in it's present capacity for the remaining portion of 1967 and that in any event Seller will have all livestock removed from said property within 60 days from the closing date of this sale.

Seller agrees that Seller will give Purchaser immediate possession to said property except that portion designated as living area to Seller upon closing of this sale. Possession of all barns will be given to Purchaser within 60 days from the closing date of escrow.

Purchaser agrees that Seller will be furnished by Purchaser with materials to roof a portion of said house to be done by Seller labor free said materials not to exceed in cost of \$150.00 said installation to begin upon acceptance in full of this agreement.

~~Purchaser also agrees to furnish Seller with materials to add an addition of 10' to present living area on said property and to be constructed labor free by Seller said materials not to exceed in cost of \$1500.00 dollars said construction to begin upon acceptance in full of this agreement.~~

In the event Purchaser should pay the unpaid balance of the contract due Seller in full prior to the expiration of five years from the closing date of this sale, Seller agrees to vacate the house and surrounding grounds within ninety days from date of full payment.

Washington State excise tax and Federal and State Revenue stamps to deed to be paid by Seller.

When the unpaid contract balance due Seller has been paid down to the sum of \$20,000.00, Seller agrees to deed to Purchaser the Northern forty percent of the land running from the County Road on the West to the Eastern boundary of the property.

John E. Siegfried
PURCHASER

Karl Abbuehl
Ethel Abbuehl

STATE OF WASHINGTON, }
County of Skamania. } ss.

SELLER

September 6, 1967.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6th day of September 1967, personally appeared before me Karl Abbuehl and Ethel Abbuehl to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Jack T. Bell
Notary Public in and for the state of Washington,
residing at Vancouver, Wash.