

## EARNEST MONEY RECEIPT AND AGREEMENT

(Residential Form)

~~NOV. 22. 1965~~

Washington, \_\_\_\_\_, 19\_\_\_\_

RECEIVED FROM Thomas J. Tucker and Corriean A. Tucker husband and wife  
 Hereinafter called "Purchaser"

One hundred and No/100

DOLLARS \$ **100.00**

in the form of check for \$ **100.00** Cash for \$ \_\_\_\_\_ Note for \$ \_\_\_\_\_ due \_\_\_\_\_ paid or delivered to agent as earnest money

in part payment of the purchase price of the following described real estate in the City of \_\_\_\_\_ County of Skamania Washington; Commonly known as Part of the Colonial Investment Co. Property.

(The parties hereto hereby authorize agent to insert over their signatures the correct legal description of the above designated property if unavailable at time of signing, or to correct the legal description entered if erroneous or incomplete.)

Beginning on the Southwest corner of the West line of the Vail property where it intersects the Cascade Road, thence in a Northwesterly direction on said Cascade Road a distance of 350 feet; thence north 500 feet; thence East 350 feet to Westline of the said Vail property's West line, then following said line in a southerly direction to place of beginning. Said property located in Section 6, Township 1, Range 6 E.W.M. If unnamed Creek is not located in above property then an easement is requested to construct and maintain a water pipe line from creek to above described property. Purchaser to have survey line run to determine southern boundary of above property.

TOTAL PURCHASE PRICE: one hundred and no 100 dollars  
 payable as follows: no 100 dollars

\$100.00 Earnest money hereby received and acknowledged.  
\$900.00 in cash on closing of deal.

if purchaser has no way into the property when the east line is surveyed, then a 20 foot right of way will be given to Colonial. If on the other hand this conveyance restricts or impedes Colonial's access to its remaining property, it

1. Title of seller is to be free of encumbrances, or defects, ~~and~~ will be given a 10-foot right of way across the property conveyed.

[illegible]

for mortgage insurance purposes of not less than \$ none which statement the seller hereby agrees to deliver to the purchaser promptly after such value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the appraised valuation made by the Federal Housing Commissioner.

4. (a) If this agreement is for conveyance of fee title, title shall be conveyed by Warranty Deed free of encumbrances or defects except those noted in Paragraph 1.  
(b) If this agreement is for sale on real estate contract, seller and purchaser agree to execute a real estate contract for the balance of the purchase price on Real Estate Contract Form A-1964 currently distributed by Title Insurance Companies. The terms of said form are herein incorporated by reference. Said contract shall provide that title be conveyed by Warranty Deed.  
If said property is subject to an existing contract or mortgage which seller is to continue to pay, seller agrees to pay said contract or mortgage in accordance with its terms, and upon default, purchaser shall have right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the contract and not on seller's and purchaser's herein.  
(c) If this agreement is for sale and transfer of vendee's interest under existing real estate contract, the transfer shall be by proper purchaser's assignment of contract and deed sufficient in form to convey after acquired title.

5. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be pro-rated as of closing. Purchaser shall pay for remaining oil in fuel tank, the amount to be determined by the supplier.

6. Purchaser shall be entitled to possession on **Closing of deal.**

7. Purchaser offers to purchase the property in its present condition, on the terms noted. This offer is made subject to approval of the seller by midnight of Dec. 1, 1965. In consideration of agent submitting this offer to seller, purchaser agrees with agent 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 shall return the earnest money upon demand.

8. The sale shall be closed in the office of \_\_\_\_\_ within 15 days after title insurance policy report preliminary thereto is delivered showing title insurable, as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than 120 days from date of this Agreement, which shall be the termination date. The purchaser and seller will, on demand, deposit in escrow with the closing agent, all instruments and monies necessary to complete the purchase in accordance with this agreement; the cost of escrow shall be paid one-half each by seller and purchaser.

9. Linoleum; window screens; screen doors; plumbing and lighting fixtures (except floor and standing lamps); shades; Venetian blinds; curtain rods; all attached bathroom fixtures; trees, plants and shrubbery; water heating apparatus and fixtures; awnings; ventilating, cooling and heating systems (except stoves) that are now on the premises shall be included in the sale. Attached television antennas, if any, that are now on the premises shall remain intact and shall be included in the sale.

10. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

Ed Dahl Realtor

**Agent**

By Garrett H. Tucker Purchaser (Wife)  
Purchaser's Address \_\_\_\_\_ Phone \_\_\_\_\_

On this date November 26 1966 I/we hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the  
Two One Hundred Dollars (\$100.00) to the above agent  
 seller and the undersigned further agrees to pay a commission of \_\_\_\_\_  
 for services. In the event earnest money is forfeited, it shall be apportioned to the seller and agent equally, providing the amount to agent does not exceed the agreed commission. I/we  
 further acknowledge receipt of a true copy of this agreement, signed by both parties.

716 Fourth Ave Seattle

**Seller's Address**

Main 4-5927

**Seller's Phone**

Colonial Investment Co

By Bryce H. Pembert  
Selling Agent  
Selling Agent (Wife)

**Seller (Wife**

A true copy of the foregoing agreement, signed by the seller, is hereby received for

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70417



STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY

Lyle Tucker  
OF Shamania Wash.  
AT 11:30 AM Sept 26 1968

WAS RECORDED IN BOOK 9  
OF Misc AT PAGE 209  
RECORDS OF SKAMANIA COUNTY, WASH.

L. P. Road  
COUNTY AUDITOR  
E. Muford

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT:	<u>E</u>
RECORDED:	
COMPARED	
MAILED	