

OWNER'S
EARNEST MONEY RECEIPTToutle, Washington, July 31, 1970.

RECEIVED OF Ralph Warren, his successors and assigns

the sum of One Hundred Dollars hereinafter mentioned as the Purchaser (\$100.00) Dollars
 as earnest money and in part payment for the purchase of the following described real estate situated in the
Washington State, County of Skamania, State of Washington, and more particularly described as follows, to-wit:

All that real and personal property known as, and comprising, the Spirit Lake Lodge; legally described as: That area in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 16, township 9 north, range 5 east, between the Spirit Lake Highway No. 405 on the northerly boundary and the centerline of the Toutle River on the Southerly Boundary; the west line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ on the west and main road on the Easterly boundary. Containing 3 acres more or less.

For the sum of Thirty Seven Thousand Dollars which we have this day sold to the said Purchaser (\$37,500.00) Dollars
 on the following terms, to-wit: The sum of One Hundred Dollars (\$100.00) Dollars, as hereinabove received for; and

~~the balance of \$37,400.00 to be paid in monthly installments of \$374.00 per month, beginning with first payment on September 15, 1970 and a like payment each succeeding month on the 15th day till such date the total sale price of \$37,500.00 shall have been paid, the rate of interest to be 12% per annum.~~

Purchaser at his election may reduce above sale price by payment of \$12,500.00, conditioned to purchaser receiving acceptable title insurance policy. Owner agrees to cause acceptance of above real property to official plat by Skamania County.

Owner transfers to purchaser "Spirit Lake Lodge" assumed name, with all attachments.

A title insurance policy from a reliable company insuring marketable title in the seller is to be furnished the purchaser forthwith at seller's expense; provided, however, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's title or in lieu of said title insurance policy, seller may furnish purchaser either (1) an abstract of title prepared by a reliable abstractor or (2) a certified copy of a registered certificate under Torrens' Land Registration Act showing marketable title in the seller at this time.

~~Seller and purchaser agree to pay all attorney's fees and other expenses in connection with the preparation of title insurance, title search, recording of deed, and other expenses incident to the conveyance of title to the purchaser, and the same shall be paid by the seller. Seller will be reimbursed for all expenses incurred by him in connection with the preparation of title insurance, title search, recording of deed, and other expenses incident to the conveyance of title to the purchaser, and the same shall be paid by the purchaser.~~

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances to date except Zoning Ordinances, building restrictions, taxes due and payable for the current fiscal year and

Seller and purchaser agree to rate the taxes which become due and payable for the current fiscal year on a fiscal year basis. Rents, interests and premiums for zoning insurance shall be pro rated on a calendar year basis. Adjustments are to be made as of the date of the consummation of the sale, receipt or delivery of possession, whichever first occurs.

Possession of the above described premises is to be delivered to the purchaser on August 1st, 1970.

Time is the essence of this contract.

Owner transfers to purchaser all Toutle River-and-existing-water-rights. Purchaser to have exclusive first option to purchase of all remaining real properties now held by owner in above Sec., township and range.

Harry C. Gustafson Owners

RECEIVED July 31, 1970
SHAMANIA AUDITORS
RECEIVED One hundred and one dollars 100.00 paid (\$37,500.00) Dollars as specified above.

1062 Miller St Purchaser *Ralph Warren*

Phone. *Contractor Wor.*

72377

Harvey O. Blustofsky

to

Rough Justice

STATE OF WASHINGTON |
COUNTY OF SKAMANIA |

I HEREBY CERTIFY THAT THE WRITING
INSTRUMENT OR WRITING, FILED BY —

COLLECTED

OR JILL MUNROE, #125-98624

AT 11:30 P.M. ON 5-10-78 IN

WAS RECORDED IN BOOK

OF M AT PAGE 278

RECORDS OF SKAMANIA COUNTY, WHICH

SHP Told
COUNTY AUDITOR

J. H. MUNROE
DEPUTY

REGISTERED

INDEXED: DIR.

INDIRECT:

RECORDED:

COMPARED

MAILED