

82381

**EARNEST MONEY RECEIPT and AGREEMENT**  
(Non-residential form)

Washington, March 3, 1975

RECEIVED FROM

Louis M. ALWRY

hereinafter called "Purchaser"

Ten and no/100

DOLLARS 10.00

in the sum of check for \$10.00, Cash for \$, Note for \$, due \_\_\_\_\_, paid or cashed in agent as earnest money  
to part payment of the purchase price of the following described real estate in the City of \_\_\_\_\_, County of Skamania, Washington; Commonly known as

The parties hereto hereby authorize agent to insert over their signature the correct legal description of the above designated property if unavailable at time of signing, or to correct the legal description entered I acknowledge or incorporate.)

A tract of land in the Northwest one quarter of the Northwest one quarter (NW<sup>1/4</sup> NW<sup>1/4</sup>) of Section 17, Township 3 North, Range 8 East W.M. in Skamania County, Washington, more particularly described as follows:

Beginning at the Northwest corner of Section 17, Township 3 North, Range 8 East W.M.; thence S 0° 57' 20" W along the West line of said Section 17, 490.81 feet; thence S 38° 42' 10" E, 599.43 feet to the true point of beginning; thence S 88° 42' 10" E, 508.23 feet to the westerly right of way line of the Co. Road known and designated Wind River Road (Co.Rd.No. 92135); thence S 40° 00' 10" E, 268.71 feet to the centerline of the County Road known and designated Old State Road No 1 (Co.Rd.No. 21450); thence S 1° 22' 10" W along said centerline 161.07 feet; thence N 88° 52' 30" W, 685.38 feet; thence N 1° 17' 50" E, 365.00 feet to point of beginning.

Subject to easements for County Road  
Containing 5.32 acres more or less.

TOTAL PURCHASE PRICE is Three Thousand Dollars

\$ 3,000.00, payable as follows: at \$50.00 per month commencing on April 5, 1975 and the

5th day of each month thereafter until contract is drawn and signed



1. Title of seller to be free of encumbrances, or defects, except:

- Right reserved in federal patents or state deeds, buildings or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances in contracts. Title may be paid out of purchase money at date of closing.
2. Seller agrees to furnish and deliver to date of closing agent as soon as practicable a standard title insurance or report preliminary thereto issued by TRANSAMERICA TITLE INSURANCE COMPANY, and other authorizations and a copy of title for such title's insurance. The title policy to be issued shall contain no exceptions other than those provided for in said agreement, except for such encumbrances, or defects as noted in Paragraph 1 above. Delivery of such policy or title report to closing agent, and delivery of title shall constitute delivery to purchaser. If title is not as insurable as provided and cannot be made as insurable by termination date to date of closing, title to the property shall be refused and all rights of purchaser terminated; Provided that purchaser may waive defects and elect to purchase. If title is not insurable and purchaser fails or refuses to complete purchase, the earnest money shall be forfeited as liquidated damages unless seller elects to enforce this agreement. The agent shall not be responsible for delivery of title.
3. Financing is required purchaser agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing.
4. (a) If this agreement is for conveyance of fee title, title shall be conveyed by \_\_\_\_\_, warranty deed free of encumbrances or defects except \_\_\_\_\_ as 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-1974 currently distributed by title insurance companies. The terms of sale form are hereby incorporated by reference. Said contract shall provide that title be conveyed by Warranty Deed. If said property is subject to an existing mortgage or encumbrance, a copy of that which is to be continued in title to pay, seller agrees to pay said mortgage or deed of trust in accordance with its terms and upon default purchaser shall have right to make any payments necessary to remove the default, and payment of same to be made by purchaser and holding him in the contract between seller and purchaser herein.
- (c) If it is agreed to sell and transfer of vendor'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, taxes, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of \_\_\_\_\_.
6. Purchaser shall be entitled to possession on \_\_\_\_\_.
7. Purchaser agrees 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 \_\_\_\_\_ in consideration of agent's liability, this offer is seller, purchaser agrees with the agent not to withdraw this offer during said period, or until earlier rejection thereof by seller. Purchaser, given that written notice of acceptance given to agent by seller shall its notice to purchaser. If seller does not accept this agreement within the time specified, the agent shall refund the earnest money upon demand.
8. The sale shall be closed on the date of \_\_\_\_\_ within \_\_\_\_\_ days after title insurance policy or report of title is delivered. Payment title insurance as above provided, or after completion of financing, if financing is called for hereof, whichever is later, but in any event payment of same is to be delivered within \_\_\_\_\_ days from date of this Agreement, which shall be the termination date. The purchaser and seller will, on demand, deposit in escrow with the title company, all instruments and notices 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. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence in this agreement.

Louis M. ALWRY

Purchaser

James Oliver

Purchaser (Wife)

I have read and understood the above agreement and agree to be bound by all of the terms

Purchaser Address: STAR ROAD, COTTAGE GROVE, OR 97424

Phone: 427-8714

The undersigned agrees to this \_\_\_\_\_

I have read and understood the above agreement and agree to be bound by all the above agreement and further agree to make myself available to seller and agent whenever required, the agency to agent does not control the agent, personally or financially, to the extent of my ability to do so.

545 - 1st floor  
San Leandro, Ca. 94577J. helmet Oliver  
Seller

A witness of the above agreement is \_\_\_\_\_

Dwight L. Johnson