

82381

EARNEST MONEY RECEIPT and AGREEMENT (Non-residential form)

BOOK 5 PAGE 471

Washington, March 3, 1975

RECEIVED FROM Louis E. Alway Hereinafter called "Purchaser"
 Ten and no/100 FOLLOWS TO 10.00
 in the form of check for \$ 10.00 Cash for \$ _____ Note for \$ _____ due _____
 in 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 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.)

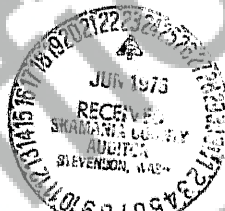
A tract of land in the Northwest one quarter of the Northwest one quarter (NW1/4 NW1/4) of Section 17, Township 3 North, Range 8 East W.M. in Skamania County, Washington, more particularly described as follows:

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 88° 42' 10" E, 599.43 feet to the true point of beginning; thence S 89° 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:

Rights 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 or defects.

Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.
 Seller agrees to furnish and deliver to date of closing agent as agent as procurable a standard form purchaser's policy of title insurance or report preliminary thereto issued by TRANSAMERICA TITLE INSURANCE COMPANY, and seller authorizes agent to apply for such title insurance. The title policy to be issued shall contain no exceptions other than those provided for in said standard form plus encumbrances set or defects noted in Paragraph 1 above. Delivery of such policy or title report to closing agent named herein shall constitute delivery to purchaser. If title is not as insurable as provided and cannot be made so insurable by termination date set forth in Paragraph 8 hereof, earnest money shall be refunded and all rights of purchase terminated. Provided that purchaser may waive defects and elect to purchase. If title is so 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 act as responsible for delivery of title.

2. If financing is required purchaser agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing.

3. Warranty deed free of encumbrances or defects except

4. (a) If this agreement is in conveyance of fee title, title shall be conveyed by _____

(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-1906 currently distributed by title insurance companies. The terms of said form are herein incorporated by reference. Said contract shall provide that title to be conveyed by Warranty Deed. If said property is subject to an existing contract, mortgage or deed of trust which seller is to continue to pay, seller agrees to pay said contract, 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 any payments made shall be applied to the payments next falling due on the contract between seller and purchaser 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, rent, 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 substituting this offer to seller, purchaser agrees with the agent not to withdraw this offer during said period, or until earlier written notice of withdrawal. 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 refund the earnest money upon demand.

8. The sale shall be closed in the office of _____ within _____ days after title insurance policy or report preliminary thereto is delivered if being 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 _____ 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. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence in this agreement.

Agent _____ Purchaser Louis E. Alway

Purchaser (Wife) James Alway

This document is not legal advice.

Purchaser's Address 5105 BAKER, CARROLL, WASH. 99010

Phone 427-9414

The undersigned seller on this _____ day of _____ 1975, hereby accepts and approves the above agreement and agrees to carry out all of the terms

whereof and further agrees to pay the purchase price of the above described property to the closing agent named herein, and to execute and deliver to the closing agent named herein, 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.

545 Harbor St. Helmut W. Wadsworth

San Francisco, Ca. 94157

A true copy of the foregoing agreement, signed by the seller, is hereby acknowledged.

A true copy of the foregoing agreement, signed by the seller, is hereby acknowledged.