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EARNEST MONEY RECEIPT AND AGREEMENT

THIS EARNEST MONEY RECEIPT AND AGREEMENT, made and entered into this 20th day of September, 1993 by and between KENNETH W. PETERSON and _____ husband and wife, herein-after designated as SELLER; and EDWIN J. MILLER, a single person as his separate estate, hereafter designated as PURCHASER.

WITNESSETH:

WHEREAS, Seller is desirous of selling to Purchaser and Purchaser is desirous of purchasing from Seller certain real property described herein, upon the terms and conditions described in this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. Earnest Money: Purchaser has concurrently herewith tendered payment in the amount of Five Hundred and 00/100 dollars (\$500.00) delivered to Seller as earnest money. Upon closing or in the alternative if the contingencies herein are not met nor otherwise waived by Purchaser, Seller shall refund the payment to Purchaser.

2. Description of Real Property: The real property to this agreement is situate in Skamania County, Washington, and described as follows:

Beginning at a point on the east boundary line of the Southwest Quarter of Section 26, Township 3 North, Range 8 East of the Willamette Meridian, which point is south 00° 11' east 1,390 feet from the northeast corner of the Southwest Quarter of said Section 26; thence south 50° 49' west 63.2 feet; thence south 38° 28' west 123.3 feet; thence south 22° 46' east 177 feet; thence south 54° 47' west 225.3 feet; thence north 03° 52' west 192 feet; thence north 69° 40' west 90.6 feet; thence south 01° 23' east 205.2 feet; thence south 72° 40' west 212.2 feet; thence south 01° 23' east 26.4 feet; thence south 36° 32' west 105 feet; thence east to a point 20 feet east of the centerline of a creek known as Wilson Creek; thence southerly and westerly parallel to said creek and 20 feet east of the centerline of said creek to a point 160 feet north of the south line of Section 26; thence west across Wilson Creek to the center of the Wind Mountain Road as it existed on February 15, 1965; thence in a southerly direction following the centerline of the Wind Mountain Road to the south line of said section 26; thence east to the centerline of Section 26; thence north along said centerline to the point of beginning; said tract contains 13 acres, more or less.

3. Purchase Price: The purchase price of the above described property is Sixty Two Thousand Five Hundred and 00/100 dollars (\$~~62,500.00~~ ^{50,000.00}) payable at closing by paying the sum of Three Thousand Five Hundred and 00/100 dollars (\$3,500.00) which shall include earnest money ~~plus 70% of the value of the timber covered and removed from the property,~~ and the balance remaining after payment of the above amounts shall be paid within one year from the date of closing, with interest to accrue at the rate

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Mailed	<u> </u>

Glendon J. Kimmel, Skamania County Assessor

By: JDD Parcel # C 3 2 8 2 6 00 14 00

10-15-93

* Seller shall pay $\frac{1}{3}$ of the survey costs and purchaser shall pay $\frac{1}{3}$ of the survey costs.

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of 10% per annum on the unpaid principal. The parties shall enter into a standard form Real Estate Contract for the remaining principal balance. *

4. Costs: It is understood and agreed that if the sale and purchase contemplated by this agreement are consummated, then Seller shall pay the real estate taxes to date of closing. Purchaser shall pay their attorney's fees, pro rata real estate taxes from date of closing, excise tax, title insurance, attorney's fees of Seller, and cost of recording all deeds and security instruments required, if any.
5. Sellers' requirements: Seller shall cause the title to said real property to be insurable and to be free from all defects, liens, judgements and any other encumbrances. Rights reserved in federal patents or State Deeds, building 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.
6. Title Policy: Purchaser agrees to furnish a purchasers policy of title insurance. Purchaser authorizes Seller's agent to apply at once 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 or defects noted in paragraph 5 above. Delivery of such policy or policy report to closing agent named herein shall constitute delivery. If title is not so insurable as above provided and cannot be made so by termination date set forth in paragraph 8 hereof, earnest money shall be refunded and all rights of purchase and sale 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.
7. Conveyance Form: Title shall be conveyed by Warranty Deed free of encumbrances or defects, after the full purchase price has been paid.
8. Date of Possession: Purchasers shall be entitled to possession on date of closing.
9. Closing Date and Agent: The sale shall be closed September 10, 1993, no later than 90 days from the date of the signing and execution of this agreement which shall be

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9a. Purchaser shall not allow any liens to be filed against the property during the period this real estate contract is force and effect and shall inform all prospective providers of goods and service of Sellers interest in the property.

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the termination date of this agreement unless otherwise extended by written agreement of the parties.

11. Entire Agreement: There are no verbal or other agreements which modify or affect this agreement.
12. Attorney: Joseph L. Udall has prepared this document as attorney for Purchaser and may prepare other documents that will affect Seller's legal rights at closing. Seller, by their signature hereon, acknowledge having been advised to seek an independent attorney, and have either done so or waived that right.

Made and executed the date first shown above.

SELLER

PURCHASER

Kenneth W. Peterson
KENNEIH W. PETERSON

FILED FOR RECORD
SKAMANIA CO. WASH
BY Jack Udall

Edwin J. Miller
EDWIN J. MILLER

Elsie M. Peterson

OCT 19 1 32 PM '93

STATE OF WASHINGTON)
: ss.
County of Skamania)

Gary M. Olson
AUDITOR
GARY M. OLSON

I certify that I know or have satisfactory evidence that KENNEIH W. PETERSON and ELSE M. PETERSON signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in the instrument.

DATED this 20th day of Sept., 1993.



Joseph L. Udall
Notary Public for Washington
Residing at Stevenson
My commission expires 9-26-93

STATE OF WASHINGTON)
: ss.
County of Skamania)

I certify that I know or have satisfactory evidence that EDWIN J. MILLER signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in the instrument.

DATED this 20th day of Sept., 1993.



Joseph L. Udall
Notary Public for Washington
Residing at Stevenson
My commission expires 9-26-93