

REAL ESTATE PURCHASE AND SALE AGREEMENT (Washington)

(WITH EARNEST MONEY PROVISION)

THIS IS A LEGALLY BINDING CONTRACT. READ BOTH FRONT AND BACK CAREFULLY BEFORE SIGNING.

125835

Stevenson, Washington 7-26-96

The undersigned Purchaser John V. McEvoy & Dorris Ann McEvoy BOOK 158 PAGE 620 agrees to purchase and the undersigned Seller agrees to sell, on the following terms, the real estate commonly known as Hill Top Manor

Street in the City of Stevenson Skamania County, Washington, legally described

(full and complete legal description must be inserted prior to execution by parties.) All of Lots 33, 34 and 35, except the westerly 15 feet of the said lot 33 of Hilltop Manor, according to the amended plat thereof on file and of record at page 110 of Book of Plats, book A, records of Skamania County, Washington

1. PURCHASE PRICE. The total purchase price is Fifty Thousand and no/100

\$ 50,000.00, payable as follows:

The amount of \$0.00 being paid down and \$580.55 or more at purchaser option, on or before the 26th day of July 1996 and \$580.55 or more at purchaser option on or before the 26th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on diminishing balance of said purchase price at the rate of (seven) (7) per cent, per annum from the 26th day of July 1996, which interest shall be deducted from each installment and the balance of each payment applied in reduction of Principal. All payments to be paid to First Independent Bank, Stevenson, Wash acct #21-10510 for sellers P.O. Box 310

2. FINANCING. This offer is not, conditioned upon Purchaser obtaining a purchase loan. If it is, this agreement shall be null and void unless on or before 19... Purchaser obtains Lender's approval for a Conventional FHA VA loan of not less than \$... payable over not less than... years. (IF FHA OR VA ARE CHECKED, THE FHA/VA PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.) Purchaser agrees to pay the credit report and appraisal charges.

3. CONTINGENCIES. This agreement is conditioned on: Sale of Purchaser's present home at... Other:...

4. CONDITION OF TITLE. Title to the property is to be free of all encumbrances or defects, except as noted in paragraph 8 below, and except for:...

building or use restrictions general to the area, other than platting and subdivision requirements; utility easements; other easements not inconsistent with Purchaser's intended use; and reserved oil and/or mineral rights; shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller...

5. UTILITIES. Seller warrants that the property is connected to: public water main well public sewer main septic tank None of the foregoing (IF WELL OR SEPTIC TANK ARE CHECKED, THE WELL OR SEPTIC TANK PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.)

6. LEASED FIXTURES. THE FOLLOWING FIXTURES ARE LEASED: furnace gas conversion burner hot water heater...

SELLER AGREES TO ACQUIRE TITLE TO THE SAME PRIOR TO CLOSING. These leased fixtures are included in the sale and...

7. CLOSING OF SALE. This sale shall be closed on or before 19... Notwithstanding the foregoing date, if paragraph 3 above ("Contingencies") is applicable, and is met or waived prior to the foregoing date, then this sale shall be closed within 90 days after it is met or waived. This sale shall be closed by Closing Agent as Purchaser shall designate. Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement.

8. CLOSING COSTS & PRO-RATION. Seller and Purchaser shall each pay one-half of escrow fee unless this sale is VA financed, in which case Seller shall pay the same. Seller shall pay real estate excise tax and for revenue stamps. Taxes for the current year, insurance acceptable to the Purchaser, rents, interest, mortgage reserves, and water and other utilities constituting liens, shall be pro-rated as of closing. Purchaser agrees to pay for remaining oil in fuel tank prior to closing. Seller obtains a written statement as to the quantity and price thereof from the supplier.

9. POSSESSION. Purchaser shall be entitled to possession on closing...

10. DEFAULT AND REFUND. If either party defaults (that is, failure to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is the Purchaser, the earnest money, upon demand, shall be refunded less any charges required as initial loan fees attributable to Purchaser's financing. If the non-defaulting party seeking damages or rescission is the seller, the earnest money, upon demand, shall be forfeited whereupon it shall be divided equally between seller and agent (if any, to be applied to payment of agent's fee) less all charges provided above. If financing is required, the parties shall also divide earnest money (less credit report fee, appraisal fee, and other loan charges, if any) in the event financing contemplated by the purchaser is not obtainable.

11. SPECIAL PROVISIONS. In addition to FHA/VA or CONTINGENCY Provisions, if called for above, THE FOLLOWING SPECIAL PROVISIONS ARE PART OF THIS AGREEMENT: INSPECTIONS; INCLUDED ITEMS; TITLE INSURANCE; COMMERCIAL WORK; AND GENERAL PROVISIONS.

12. EARNEST MONEY RECEIPT. Undersigned acknowledges receipt from Purchaser of \$... in the form of cash personal check... partial payment of the purchase price.

JUL 26 1996

By PAID 765.00

13. AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE. Purchaser offers to purchase the property described herein and acknowledges that he has read all terms and conditions above and on the reverse side hereof. Seller shall have until... to accept this offer by delivering a signed copy hereof to the Purchaser or Agent. If this offer is not so accepted, it shall lapse and the Seller or Agent shall refund the earnest money to the Purchaser.

PURCHASER John V. McEvoy 30332-199 Place SE- Kent, Wash 98012
PURCHASER'S ADDRESS
PURCHASER Dorris Ann McEvoy HOME OFFICE: 206-631-2539
PURCHASER'S PHONE

14. SELLER'S ACCEPTANCE AND AGENT'S AGREEMENT. Seller agrees to sell the property on the terms and conditions specified herein and further agrees to pay a commission of... to the agent for services rendered. Seller acknowledges a receipt of a copy of this agreement, signed by both parties, having read the terms and conditions above and on the reverse side hereof. Date of 19...

SELLER Dennis V. McEvoy P.O. Box 616, Stevenson, Wash 98618
SELLER'S ADDRESS
SELLER Shoda E. McEvoy HOME OFFICE: 509-427-5578
SELLER'S PHONE

15. PURCHASER'S RECEIPT. Purchaser acknowledges receipt of a Seller signed copy of this agreement, on...

PURCHASER THIS DOCUMENT FOUR QUALITY FOR FILING

REAL ESTATE PURCHASE AND SALE AGREEMENT (Washington)
Washington Legal Blank Co., Bellevue, WA Form 462R 11/81
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.

INDEXED, OIL, INDIRECT, FILMED, MAILED

Handwritten initials and date 7/26/96

FHA/VA

FINANCING. If this agreement is conditioned upon Purchaser obtaining FHA or VA financing, it is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to incur any penalty by forfeiture of earnest money, or otherwise be obligated to complete the purchase of the property described herein, unless Seller has delivered to Purchaser a written statement issued by the FHA or VA, as applicable, setting forth an appraised value of the property (excluding closing costs) of not less than the purchase price. Seller hereby agrees to deliver said statement to the Purchaser promptly after it is made available to Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to such appraised value, provided the difference in excess of the appraised value is paid in cash.

In the event funds for the transaction are to be obtained through a VA guaranteed new construction loan, Seller agrees not to violate VA Technical Bulletin 10-A-57 or any amendment thereto.

INSPECTIONS

MAY BE REQUIRED. Seller understands that in order for Purchaser to obtain financing, THE LENDING AGENCY, FHA, or VA MAY REQUIRE THAT THE PROPERTY COMPLY WITH THE HOUSING CODE and other governmental requirements of the city or county in which it is located and may require other inspections (including, but not limited to, termite; heating; plumbing; roof; electrical; septic tank and well water).

COST OF INSPECTION. Seller agrees to pay, in advance, upon request, costs of any of the above inspections.

OBLIGATION TO MAKE REPAIRS. SELLER UNDERSTANDS that as a result of any city, county or other inspections, HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED under this agreement.

PURCHASER'S INSPECTION. Purchaser agrees that he has made a visual inspection of the property and accepts it in its present condition unless otherwise noted herein.

INCLUDED ITEMS

Any of the following personal property presently located on the premises is included in this sale: all built-in appliances; wall-to-wall carpeting; curtain rods; window and door screens and awnings; storm doors and windows; installed television antennas; any ventilating, air conditioning, and heating equipment; irrigation fixtures and equipment; water heaters; installed electric fixtures; lights and light bulbs; shrubs, plants and trees; and all bathroom and other fixtures.

TITLE INSURANCE

Seller, at Seller's expense, will immediately apply for a preliminary commitment for a standard form Purchaser's policy of title insurance to be issued by the title insurance company as the Purchaser shall designate. Said preliminary commitment and the title policy to be issued, shall contain no exceptions other than those provided for in said standard form and those noted in paragraph 4 hereof. If title cannot be made so insurable prior to the closing date called for herein, the earnest money shall, unless Purchaser elects to waive such defects or encumbrances, be refunded to the purchaser, less any costs incurred or advances by Agent for Purchaser, and this agreement shall thereupon be terminated.

CONVEYANCING

CLEAR TITLE. If this agreement is for conveyance of fee title, TITLE SHALL BE CONVEYED BY STATUTORY WARRANTY DEED and shall be free of all encumbrances or defects, except those noted in paragraph 4 and 8.

CONTRACT ASSIGNMENT. If this agreement is for sale or transfer of a Purchaser's interest under an existing real estate contract, the transfer shall be by STATUTORY WARRANTY DEED, CONTAINING A PURCHASER'S ASSIGNMENT of said contract in form sufficient to convey after acquired title.

GENERAL PROVISIONS

TIME IS OF ESSENCE. Time is of the essence of this agreement.

NO VERBAL AGREEMENTS. There are no verbal or other agreements which modify or affect this agreement. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE SELLER, PURCHASER AND AGENT.

CONDITION OF WELL

Seller warrants that: (1) The private well serving the property has always provided an adequate supply of household and yard water, meeting State Department of Social and Health Services purity standards; and (2) Continued use of the well is authorized by a State permit or other established and existing water rights.

CONDITION OF SEPTIC TANK

Seller warrants that the septic tank serving the property: (1) is in good working order and Seller has no knowledge of any needed repairs, and (2) Meets all applicable Governmental health, construction and other standards.

CASUALTY CLAUSE

If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this agreement at the option of Purchaser shall become null and void.

This contract shall not be assigned by the purchaser without the express written consent of the sellers.

In case of the successive deaths of each of the sellers, this real estate shall be considered paid in full.

Charges for water and sewer service and the effect of the municipal ordinance of the City of Stevenson, and General Taxes becoming due and payable in 1977 and subsequent years. To be paid by purchaser.

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Dennis McEvoy*

Jul 26 1 59 PM '96

P. Johnson
AUDITOR
GARY M. OLSON