

135152

BOOK 189 PAGE 283

RETURN ADDRESS:

Scott Fultz, Sr.
318 Frank Johns Rd
Stevenson, WA 98648

FILED FOR RECORD
STAFF
BY Scott Fultz Sr.

MAY 14 4 40 PM '93

P. Laury
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Earnest Money Agreement

2. _____

3. _____

4. _____

GRANTOR(S) (Last name, first, then first name and initials)

1. Delbridge, Doris V.

2. _____

3. _____

4. _____

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Fultz, Scott Sr.

2. _____

3. _____

4. _____

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

363 SW Foster Crk Rd aka
(62 Delbridge Rd - Assessor's Records)
SE4 NE4 Section 2, T2N, R7EWM

☐ Complete Legal on Page 3 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-7-2-41-10002-7-2-41-1000
5-18-99
6741☐ Property Tax parcel ID is not yet assigned.☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

WASHINGTON LEGAL BLANK, INC.

REAL ESTATE PURCHASE AND SALE AGREEMENT (Residential)

(WITH EARNEST MONEY PROVISION)
THIS IS A LEGALLY BINDING CONTRACT. READ BOTH FRONT AND BACK CAREFULLY BEFORE SIGNING.

The undersigned Purchaser, SCOTT FULTZ SR, State of WASHINGTON May 6/1999
and the undersigned Seller agrees to sell on the following terms, the real estate commonly known as 363 SW FARMERS RD (02,01,02,41,000)
Street in the City of _____ County, State of _____, locally described as full and complete
legal description must be inserted prior to execution by parties.

1. PURCHASE PRICE. The total purchase price is one hundred twenty thousand and 00/100
Dollars (\$ 120,000.00) payable as follows:
Net to Seller.

2. FINANCING. This is not conditioned upon Purchaser obtaining a purchase loan. If it is, this agreement shall be null and void unless on or before
6/15/99 Purchaser obtains Lender's approval for a conventional FHA VA loan of not less than \$ 120,000 payable over
not less than _____ years. IF FHA OR VA ARE CHECKED, THE FHA/VA PROVISIONS ON THE REVERSE SIDE HEREIN 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 None.
on or before _____ other: _____

4. CONDITION OF TITLE. Title to the property is to be free of all encumbrances or defects, except as noted in paragraph 3 above, and except for:
Rights reserved in federal patents or state deeds, 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 shall be paid from the purchase money at the date of closing
including any livable association or condominium dues, charges or assessments.

5. UTILITIES. Seller warrants that the property is connected to a _____ public water main _____ 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 AND CONSTRUCTION. THE FOLLOWING FIXTURES ARE LEASED: _____ furnace _____ gas conversion burner _____ hot water heater
_____ These leased fixtures are included in the sale and the SELLER AGREES TO ACQUIRE TITLE
TO THE SAME PRIOR TO CLOSING. If this sale involves new construction, F.T.C. regulations require disclosure of the following:
Wall insulation: type _____ thickness _____ R-value _____
Ceiling insulation: type _____ thickness _____ R-value _____
Other insulation: _____ thickness _____ R-value _____
Not yet selected but Seller shall furnish Purchaser with this information in writing promptly.

7. CLOSING OF SALE. This sale shall be closed on or before June 25/99. 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 June 25/99 within 90 days after it is met or waived.
This sale shall be closed by _____ or such other 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 FHA or VA financed, in which case the appropriate party according
to FHA/VA regulations shall pay the same. Seller shall pay real estate taxes and revenue stamps. Taxes for the current year, insurance acceptable to the Purchaser, rents, interest,
surgeon's reserve, and water and other utilities constituting liens, shall be prorated as of closing. Purchaser agrees to pay for remaining oil in fuel tank provided that prior to closing
Seller obtains a written statement as to the quantity and price thereof from the supplier.
Seller is not a "foreign person" subject to tax withholding pursuant to Foreign Investment in Real Property Tax Act.

9. POSSESSION. Purchaser shall be entitled to possession on Closing.
"Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller.
AGREED DATE FOR ITEM A

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 is the Purchaser and elects rescission only the earnest money deposit shall
be refunded upon demand less any charges required as initial loan fees attributable to Purchaser's financing. If the non-defaulting party is the Seller and the Purchaser has failed,
without legal excuse, to complete the purchase of the property, the Seller may elect forfeiture of the earnest money deposit as the sole and exclusive remedy available to the Seller
for such failure, and the earnest money deposit shall be paid to Seller in such event, upon demand, provided that the total earnest money forfeited shall not exceed five percent
of the purchase price.

In the event of litigation or this agreement is otherwise placed with an attorney for action, then the prevailing party shall be awarded all reasonable attorney's fees, litigation costs
and expenses, title report fees and other expenses incident to enforcement of rights hereunder. If financing is required, the parties agree to refund 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.
If financing is required, the parties agree to refund 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 PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART
OF THIS AGREEMENT: INSPECTIONS, INCLUDED ITEMS, TITLE INSURANCE, CONVEYANCING, GENERAL PROVISIONS, CASUALTY, UNDERLYING FINANCING.

12. AGENCY DISCLOSURE. At the signing of this agreement, the selling agent None _____ (name of agent), represented _____ (name of party), and the listing agent
represented None _____ (name of agent), represented _____ (name of party) and the listing agent
(name of party). Each party signing this document confirms that, pursuant to W.A.C. 308-124D-040, prior oral and/or written disclosure of agency was provided to him/her in this
transaction.

13. EARNEST MONEY RECEIPT. Undersigned acknowledges receipt from Purchaser of \$ _____ in the form of cash, personal check, cashier's check,
agent's pooled trust account without interest to _____ as earnest money in partial payment of the purchase price to be held in selling
agent's pooled trust account without interest to _____
20,000.00 Verbal Agreement (no deposit at this time)
Agent Company _____ By SCOTT FULTZ SR

14. AGREEMENT TO PURCHASE - AND TIME LIMIT FOR ACCEPTANCE. Purchaser offers to purchase the property on the terms and conditions specified herein and acknowledges
that he has read all terms and conditions above and on the reverse side hereof. Seller shall have until midnight of 10am May 19/99 to accept this offer by
signing a signed copy thereof 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 SCOTT FULTZ SR IN THE PERSONAL 363 SW FARMERS RD 503
ADDRESS: 363 SW FARMERS RD 503
PURCHASER'S ADDRESS: 363 SW FARMERS RD 503
PURCHASER'S PHONE: 201-9727

15. SELLER'S ACCEPTANCE AND AGENCY AGREEMENT. Seller agrees to sell the property on the terms and conditions specified herein and further agrees to pay a commission of
\$ 12,000.00 One Twelve thousand 00/100 Dollars
to the agent for services rendered. Seller acknowledges a copy of this agreement, signed by both parties, having read the terms and
conditions above and on the reverse side hereof. Dated May 11/99 DORIS V. DEBRIDGE
SELLER: DORIS V. DEBRIDGE
SELLER'S ADDRESS: 363 SW FARMERS RD
SELLER'S PHONE: _____

16. PURCHASER'S RECEIPT. Purchaser acknowledges receipt of a Seller signed copy of this agreement on June 14, 1999
PURCHASER: SCOTT FULTZ SR PURCHASER: _____

See Purchase Agreement 5/7/99

Attached "A"

5/7/99

I, Susan A. Fuller Agree to
Rent to Mrs Del Bridge for 250⁰⁰
Per month. By The month only
for up to 5 years at Her choice
Same Address.

Purchased to be Full Insurance & Taxes
- NO OTHER COSTS TO Mrs Del Bridge

Witness
Susan A. Fuller
William B. Fuller
Donald C. Fuller

real estate, situate in the county of Skamania state of Washington:

Beginning at an iron pipe marking the intersection of the east line of Section 2, Township 2 North, Range 7 E. W. M. with the division line between the northeasterly and the southwesterly halves of the Baughman Donation Land Claim; thence along said division line north $64^{\circ} 10'$ west a distance of 301.32 feet; and thence north $21^{\circ} 08'$ west 308.67 feet to the initial point of the tract herein described; thence north $21^{\circ} 08'$ west 163.28 feet; thence north $52^{\circ} 22'$ west 255.7 feet; thence north $23^{\circ} 45'$ west 76.35 feet; thence south $46^{\circ} 00'$ west 424.5 feet to intersection with the said division line; thence south $64^{\circ} 10'$ east 478 feet more or less along the said division line to a point south $47^{\circ} 21'$ west of the initial point; thence north $47^{\circ} 21'$ east to the initial point.
EXCEPTING public roads and rights of way on, over and across the said real property.