

AFTER RECORDING MAIL TO:

Name Don Boespflug

Address 12101 NE 174th Street

City, State, Zip Battle Ground, WA 98604

33517
SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

NOV 19 2018

PAID 617.00
Cy dep
SKAMANIA COUNTY TREASURER

Quit Claim Deed

THE GRANTOR(S) Donald K. Boespflug and Cynthia R. Boespflug, husband and wife, for and in consideration of \$10.00 dollars and other valuable consideration, conveys, adjusts and quit claims to Clark County Excavating and General Contracting Inc., A Washington Corporation, the following described real estate, situated in the County of Skamania, State of Washington, together with all after acquired title of the grantor(s) therein:

Legal Description: Lot 12, 4 Peaks Subdivision, according to the plat thereof, recorded in Book B of the plats, page 61, records of Skamania County, Washington.

60 06/6
Assessor's Property Tax Parcel/Account Numbers: 07060820120000

Skamania County Assessor

Abbr: Lot 12, 4 Peaks Subdivision Book B Page 61

Date 11-19-18 Parcel # 7-6-8-2-1200

Dated: 9-18-18

By [Signature]

Donald K. Boespflug

By [Signature]

Cynthia R. Boespflug

STATE OF WASHINGTON)

ss.

COUNTY OF CLARK)

On this day personally appeared before me Donald K + Cynthia R Boespflug

to me known to be the individual S described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as a free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 18 day of September, 20 18

[Signature]
Signature of Notary Public

Notary Public in and for the State of Washington,

Residing at Battle Ground, WA

My Commission Expires: July 2, 2022

AMY ROBINSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 83438
COMMISSION EXPIRES JULY 02, 2022

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at 4 Peaks Drive Lot 12 in the city of Cougar, County of Skamania, State of Washington, the legal description of which is: Lot 12 4-Peaks BK B PG 60. Parcel: 0706082012000

upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be Fourty Thousand Dollars (\$\$40,000) to be paid in accordance with subparagraph A, below:

A: Cash. The purchase price shall be paid in its entirety in cash at the time of closing the sale.

B: Cash Subject to New Mortgage. The purchase price shall be paid in cash at the time of closing the sale subject, however, to Purchaser's ability to obtain a first mortgage loan within _____ days after the acceptance of this offer by Seller in the amount of \$_____, payable in not less than _____ monthly installments, including interest at a rate not to exceed _____% financing. If such financing cannot be obtained within the time specified above then either Purchaser or Seller may terminate this agreement and any earnest money deposited by Purchaser will be promptly refunded.

C: Cash Subject to Existing Mortgage. The purchase price shall be paid in cash at the time of closing the sale after deducting from the purchase price the then outstanding balance due and owing under the existing mortgage in favor of _____, dated _____, 20____, in the original amount of \$_____; of such mortgage debt is approximately \$_____ as of _____, 20_____.

D: Cash With Assumption of Existing Mortgage. The purchase price shall be paid in cash at the time of the closing of the sale after deducting from the purchase price the then outstanding balance due and owing under the existing mortgage in favor of _____, dated _____, 20____, having a present balance of approximately \$_____, as of _____, 20____, which the purchaser hereby assumes and agrees to pay in accordance with its terms and to perform all of its provisions; purchaser shall pay any and all payments coming due after the closing of the sale. Any transfer fees required by the mortgage shall be paid by _____.

E: Sale by Land Contract. The purchase price shall be paid in accordance with the certain land contract attached hereto and incorporated into this contract by this reference. The down payment to be made at the time of closing this sale shall be \$_____ and the balance of \$_____ shall be paid at the rate of _____% per annum.

2. Earnest Money Deposit

As earnest money Purchaser deposits \$0 with the broker which shall be applied to the purchase price at the time of closing the sale. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Purchaser by the broker. In the event that this offer is accepted by Seller and Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

SAMPLE (continued)

3. Real Estate Taxes, Assessments, and Adjustments

Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Title to the Property

Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and at Seller's option an abstract of title to the property brought down to date or an owner's policy of title insurance in an amount equal to the purchase price, said abstract of policy to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

5. Possession of the Property

Purchaser shall be given possession of the property on September 1, 2018. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser \$ 50 per day as damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.

6. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.

7. Improvements and Fixtures Included

This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and

8. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Washington.

9. Special Conditions

10. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before _____ 12 P.M. of the
 _____ 2nd _____ day of _____ September _____, 2018.

Closing of the sale shall take place _____ 30 _____ days after Purchaser's receipt of an abstract showing marketable title in Seller or title insurance binder showing insurable title in Seller.

This offer is made at _____ 12101 NE 174th St, Battle Ground _____, State of _____ Washington _____, this
 _____ 1st _____ day of _____ September _____, 2018.

By [Signature] _____ president Date 9-18-18
 Clark County Excavating and General Contracting, Inc. - Don Boespflug, President.

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above.

Dated this 18th _____ day of Sept. _____, 20 18. 9-18-18
[Signature] _____ Date [Signature]
 _____ Don Boespflug
Cynthia Boespflug _____ Date 9-18-18
 _____ Cynthia Boespflug