

RECORDED

Law Offices of  
SKOK & KRISTIANSON  
Skok Building  
Chewelah, Washington 99109

H-54900

197629

## Contract for Sale of Real Property

THIS AGREEMENT made and entered into this 14th day of February, 1974,  
by and between JERRY D. McFILLAR and CAYLE S. McFILLAR, Husband and wife as vendors,  
and CLYD A. FLEURY and LINDA A. FLEURY, Husband and wife as purchasers,  
witnesseth: That the vendors agree to sell to the purchasers and the purchasers agree to purchase of the vendors, upon the terms and conditions hereafter set forth, the following described estate situate in Skagit County, State of Washington to-wit:

See attached property description, by reference made a part hereof, as if set forth and fully described on this page.

SUBJECT to exceptions and reservations contained in Deed from the State of Washington whereby said grantor excemts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry. Skagit County Auditor's No. 305122, affects portion of tidelands described in Parcels (A) and (C).

FURTHER SUBJECT to restriction as contained in contracts of sale recorded September 22, 1969, under Auditor's File No. 731291 and June 30, 1970, under Auditor's File No. 740679, which provides that the herein described property shall be used solely and only for residence use and purposes.

The purchase price which the vendors agree to accept for said property and which the purchasers agree to pay therefor is the sum of \$ 66,000.00 with interest thereon at the rate of ---8--- % per annum, from date hereof, payable as follows: One Thousand Dollars (\$1,000.00) earnest money, receipt of which is hereby acknowledged; \$9,000.00 down-payment, which will be paid upon the signing hereof; the balance of \$56,000.00 to be paid as follows: \$300.00 or more per month commencing March 1, 1974, and \$300.00 or more on or before the 1st day of each month thereafter until paid. All payments to apply first to interest and the balance of each payment to principal and interest shall be charged on the declining principal balance only. As further restriction upon the payment terms, the parties hereto agree and require that payment of the entire principal sum remaining due under the terms of this real estate contract will be paid no later than March 1, 1994.

00637  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

MAR 8 - 1974

Amount Paid \$ 660.00

Edward M. Janson, Co. Treas.  
Deputy

The purchasers agree to keep the premises in good repair, to permit no waste to be committed on said premises and to pay all taxes and assessments on said property before the same shall become delinquent, including all taxes for the years 1974, pro-rated as of March 1, 1974, and to keep the buildings on said premises continuously insured for not less than \$ Value in a standard fire insurance company, with loss, if any, payable to the parties in interest as their interest may appear, and to pay the premiums on all such insurance before delinquency.

The purchasers shall have possession of said property upon and shall continue in such possession so long as the terms of this agreement are fully complied with. signing hereof and payment of downpayment

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Should the purchasers fail to make payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendors, at their option, may declare such forfeiture by written notice to the purchasers, and at the expiration of -30-days, the terms of this agreement meanwhile not having complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchasers shall forfeit to the vendors as liquidated damages all payments made hereunder, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the vendors for that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein. Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and may be transmitted to the other party by registered or certified mail addressed to the vendors at Colville, Washington 99114

and to the purchasers at 17854 Ashworth Ave. N Seattle Washington 98133

provided that either party may change his place of address by notice to the other party given as herein provided.

In the event default notices are mailed as provided for herein, purchasers agree to pay vendors or their attorney, the sum of Twenty-five Dollars (\$25.00) to re-imburse vendors for expenses incurred and said sum shall be paid to the escrow holder for disbursement to such attorney and the default complained of shall not be considered cured until such payment is made.

The purchasers hereunder assume all risk of loss or damage from any and all causes to the whole or any part of the property covered hereby, and such loss or damage shall not affect any of the obligations of the purchasers under the contract.

The vendors agree to furnish title insurance policy certified to the date hereof, showing title in vendor free from encumbrance, except as set forth herein.

it being understood, however, that for the purpose of this instrument, the following shall not be considered as encumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United States of America or the State in which the property is located; building restrictions common to the patted tract in which the property is situated; easements for private driveways in city limits or public roads actually in use as such; easements for telephone, sewer, gas, water or electric service; contracts common to the tract in which the property is situated with reference to supplying water and electricity to the premises and the operation of electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchasers free and clear of all liens and encumbrances, except as hereinabove set forth.

It is agreed that said deed, together with a copy of this agreement shall be placed in escrow with the National Bank of Commerce, Colville, Washington 99114, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendor's receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchasers, (or in the event of a forfeiture terminating this agreement to return said deed and escrow papers to the vendors). Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

In the event title to said property shall be encumbered by pre-existing contracts, mortgages, deeds of trust or other security devices, vendors agree that payment of such obligations in accordance with the terms thereof shall be made by the vendors, unless agreed otherwise herein. In the event of vendors default, purchasers hereunder shall be promptly notified by vendors and shall have the right to cure said default and to deduct all monies so expended from the balance remaining under this contract.

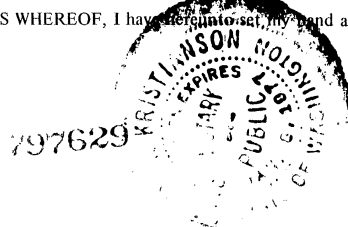
Time is the essence of this agreement.

*[Signatures]*  
Purchaser. Vendors

STATE OF WASHINGTON, County of Stevens, ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 14th day of February A. D. 1974, personally appeared before me Jerry D. McKellar and Gayle S. McKellar to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written



*[Signature]*  
Notary Public

residing at Chewelah, Washington

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DESCRIPTION

Reviewed for record at Mar 8 1974 2:40P  
at request of Pioneer Natl Title  
Ann Koss, Auditor Skagit Co., Washington

PARCEL (A)

THE EAST HALF OF THE WEST TEN ACRES OF GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., EXCEPT THE EAST 122 FEET THEREOF AND EXCEPT THE SOUTH 20 FEET THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED AUGUST 5, 1932, UNDER AUDITOR'S FILE NO. 252102.

TOGETHER WITH TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING UPON THE ABOVE DESCRIBED PREMISES, EXCEPT THAT PORTION THEREOF INCLUDED IN A TRACT CONVEYED BY THE STATE OF WASHINGTON TO JOHN EARLS, SUITABLE FOR THE CULTIVATION OF OYSTERS, BY DEED ISSUED OCTOBER 15, 1901, UNDER APPLICATION NO. 3254 AND RECORDED NOVEMBER 9, 1942, UNDER AUDITOR'S FILE NO. 357411.

PARCEL (B)

THAT PORTION OF THE TIDELANDS OF THE SECOND CLASS SUITABLE FOR THE CULTIVATION OF OYSTERS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., AS INCLUDED IN A TRACT CONVEYED BY THE STATE OF WASHINGTON TO JOHN EARLS, BY DEED ISSUED OCTOBER 15, 1901, UNDER APPLICATION NO. 3254, AND RECORDED NOVEMBER 9, 1942, IN VOLUME 187 OF DEEDS, PAGE 427, UNDER AUDITOR'S FILE NO. 357411, EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 122 FEET OF THE EAST HALF OF THE WEST TEN ACRES OF SAID GOVERNMENT LOT 3.

PARCEL (C)

THE EAST 122 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE EAST HALF OF THE WEST 10 ACRES OF GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., EXCEPT COUNTY ROAD ALONG THE SOUTH LINE THEREOF, AND ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN "SAMISH SHORES PLAT", ACCORDING TO THE PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING SAID EAST 122 FEET; EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF "SAMISH SHORES PLAT", ACCORDING TO THE PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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