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SKAGIT COUNTY RECORDS
FROM COUNTY CLERK THE
CLERK
SEP 16 1974
AMOUNT PAID \$ 163.50
Edward M. Jensen, Co. Treas.
J. J. Foley, Deputy
4220

REAL ESTATE CONTRACT

This contract, made and entered into this 14 day of September, 1974, by and between Perry W. Benson and Katherine N. Benson, husband and wife of Route 1, Box 478 A, Anacortes, Washington 98221, hereinafter referred to as the "Sellers" and Verdon Spurlock and Opal Spurlock, husband and wife of 22927 SE 287th, Kent, Washington 98031, hereinafter referred to as the "Purchasers", W I T N E S S E T H:

The sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers, the following described real estate with appurtenances situated in the County of Skagit, State of Washington, to-wit:

Lot 4, Block 1, "Holiday Hideaway No. 1, Skagit County, Washington", as per plat recorded in volume 8 of plats, page 36 records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to the right granted in the plat to make all necessary slopes for cuts and fills upon the lots and blocks shown on the plat in the original reasonable grading of all streets thereon. The County or its successors shall have the right to continue to drain all roads and easements over and across any lots or lot where water might take a natural course after the roads are graded.

Subject to restrictions set forth on the face of said plat, (but omitting restrictions, if any, based on race, color, religion or national origin.)

UPON THE FOLLOWING TERMS AND CONDITIONS:

1. The total purchase price is \$16,350.00, of which \$4,000.00 has been paid, the receipt whereof is hereby acknowledged, and the purchasers agree to pay the balance of the

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SET

1 purchase price in the amount of \$12,350.00 as follows: \$250.00
2 or more at purchasers option, on or before the 15 day of
3 OCTOBER, 1974, and \$250.00, or more at purchasers option
4 on or before the same day of each calendar month thereafter
5 until the balance of the purchase price and the diminishing
6 amounts thereof are fully paid. The purchasers further agree
7 to pay interest on the balance of the purchase price and the
8 diminishing amounts thereof at the rate of eight (8) per cent
9 per annum from the 15 day of OCTOBER, 1974, which said
10 interest shall be deducted from each monthly installment and
11 the balance of each installment applied in reduction of the
12 principal.
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15 2. The purchasers agree: (1) to pay before delinquency all
16 taxes and assessments which are assumed by them and all which
17 may as between grantor and grantee hereafter become a lien on
18 the premises and also any and all taxes which may be levied or
19 imposed upon or by the reason of this contract or the obligation
20 thereby evidenced or any part thereof, (2) to keep the buildings
21 now and hereafter placed upon said premises insured against loss
22 or damage by fire to the full insurable value thereof in the
23 name of the sellers as owners in an insurance company satisfactory
24 to the seller for the benefit of the sellers and the purchasers
25 as their interest may appear until the purchase price is fully
26 paid, and to deliver to the sellers the premium receipts, policies
27 and renewals; and (3) to keep the buildings and all other improve-
28 ments upon the premises in good repair and not to permit waste;
29 and (4) not to use the premises for any illegal purposes.
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OR MORE OF DISBURSEMENT BEFORE OR AFTER THE 15th DAY OF
PURCHASE PRICE IN THE AMOUNT OF \$15,000.00 AS FOLLOWS: \$320.00

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1 3. In the event that the purchasers shall fail to pay
2 before delinquency all taxes and assessments, or to insure the
3 premises as above provided, the sellers may pay such taxes and
4 assessments, make and effect such insurance and the amounts so
5 paid by them shall be deemed a part of the purchase price of the
6 property and become payable forthwith with interest at the rate
7 of ten (10) per cent per annum until paid, without prejudice to
8 the other rights of the sellers by reason of such failure.

10 4. The purchasers agree to assume all risk of damage or
11 taking to any improvements upon the premises or of the taking
12 of any part of the property for a public use, and that no such
13 damage or taking shall constitute a failure of consideration, but
14 in case of such damage or taking all moneys received by the
15 sellers by reason thereof shall be applied as a payment on account
16 of the purchase price of the property less any sums of money which
17 the sellers may be required to expend to procure such money
18 or at the election of the sellers to the rebuilding or re-
19 storation of such improvements.

21 5. The sellers agree that upon receiving full payment
22 of the purchase price of the property and interest in the manner
23 above specified, to execute and deliver to the purchasers a
24 warranty deed to the property excepting any such part thereof
25 which may hereafter be condemned, if any, free of incumbrances
26 except those above mentioned, and that may accrue thereafter
27 through any person other than the sellers.

29 6. The sellers will procure and deliver to the purchasers
30 a title policy in usual form insuring the purchasers to the full
31 amount of said purchase price against loss or damage occasioned
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5 before the purchase of the premises or to the extent of
6 3. In the event that the purchasers shall fail to pay

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1 by reason of defect in or incumbrances against the sellers
2 title to the premises not assumed by the purchasers or as to which
3 the conveyance hereunder is not to be subject as soon as pro-
4 curable.

5 7. The parties agree: (1) that the purchasers have made
6 full inspection of the real estate and that no promise, agree-
7 ment or representation respecting the condition of any building
8 or improvement thereof, or the placing of additional improve-
9 ments thereof shall be binding unless the agreement, promise or
10 representation be in writing and made a part of this contract,
11 (2) that upon default, forfeiture may be declared by notice
12 sent by certified mail to the address of the purchasers or their
13 assigns, last known to the sellers, and (3) that the purchasers
14 are to have possession of the real estate on the 1 day of
15 OCTOBER, 1974, and be entitled to retain possession so
16 long as the purchasers are not in default in carrying out the
17 terms hereof.
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20 8. Time is of the essence hereof, and in the event the pur-
21 chasers shall fail to comply with or perform any condition or
22 agreement hereof promptly, at the time and in the manner herein
23 specified, the sellers may elect to declare the purchasers rights
24 hereunder terminated and upon their so doing all payments made
25 by the purchasers hereunder and all improvements placed upon the
26 premises shall be forfeited to the sellers as liquidated damages
27 and the sellers shall have the right to re-enter and take
28 possession of the property and if the sellers within six (6)
29 months after such forfeiture shall commence an action to procure
30 an adjudication of the termination of the purchasers rights
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HERE TO THE EXTENT NOT SET FORTH BY THE INSTRUMENTS OR BY SO MUCH
BY REASON OF DEFECT IN OR INADEQUACY OF THE RECORDS

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hereunder the purchasers agree to pay the expense of searching
the title for such action together with all costs and a reason-
able attorney fee.

IN WITNESS WHEREOF, the parties have signed and sealed
this contract the day and year first above written.

Perry W. Benson (SEAL)

Katherine N. Benson (SEAL)

PURCH Verdon Spurlock (SEAL)

PURCH Opal Spurlock (SEAL)

State of Washington)
:ss.
County of Skagit)

On this day personally appeared before me Perry W. Benson
and Katherine N. Benson, to me known to be the individuals de-
scribed in and who executed the within and foregoing instrument
and acknowledged that they signed the same as their free and
voluntary act and deed for the uses and purposes therein
mentioned.

Given under my hand and official seal this 14 day of
September, 1974.

[Signature]
Notary Public in and for the State of
Washington, residing at [Address] of
Burlington, Washington.

Received for record at Skagit Co. on Sept 14 1974 at 4:11 P.
at request of Skagit County Title
Ann Ross, Auditor Skagit Co., Washington

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