

813255

## REAL ESTATE CONTRACT

THIS AGREEMENT Made and entered into this 1st day of February, 19 75 between  
BRICE B. MOODY, a widower, as his sole and separate property,  
party of the first part, hereinafter designated Seller, and DANNY D. MOODY and DIANNE MOODY,  
his wife,  
party of the second part, hereinafter designated Buyer.

WITNESSETH: That Seller in consideration of the purchase price herein provided and the covenants and  
agreements herein contained, hereby agrees to sell unto the Buyer and Buyer hereby agrees to purchase from  
Seller, the following described real estate situated in Skagit County, State of Washington, to wit:

Lot 2 of Livermore's Hamilton Acreage, said Tract commencing  
at a point on Hamilton Logging Company right of way for  
railroad, thence East 403 feet, thence South 437.3, thence  
West 473 feet to said railroad right of way, thence North  
along said right of way to place of beginning, as per records  
of Skagit County, Washington.

SUBJECT TO any easements, exceptions or reservations of record;  
AND SUBJECT TO life estate hereby reserved by seller to  
reside on or use said premises throughout his lifetime.

The total agreed purchase price for the above described real estate is  
the sum of Five Thousand Dollars (\$5,000.00), lawful money of the United  
States of America. In lieu of any down payment, buyer has paid the closing  
costs of said transaction. The monthly payments on said contract price,  
together with interest thereon at the rate of six percent (6%) per annum  
shall be paid by the buyers to the seller as follows: BB

Sixty Dollars (\$60.00) including said interest on the first day of <sup>March</sup>~~February~~,  
1975, and Sixty Dollars (\$60.00) including said interest on the first day  
of each and every month thereafter until said principal and interest are fully  
paid. All payments shall be applied first to payment of interest accrued  
to date of payment and the balance to the reduction of the principal indebt-  
edness.

All payments shall be may by the buyers to the seller without notice or  
demand at his residence at Route 3, Sedro Woolley, Washington, or at such  
other place as the seller may hereafter direct in writing. Larger or  
earlier payments than hereinabove provided may be made by buyers only,  
with the consent of seller being first obtained.

Seller agrees that if the entire contract price and interest are not paid  
in full upon seller's death, any balance owing thereon shall upon said death  
be cancelled, the contract considered as paid in full and buyers will be  
entitled to receive a fulfillment deed from seller's executor. Provision  
for such deed being made is being included in a will being executed this  
date by seller.

366  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID  
FEB 10 1975  
Amount Paid \$ 50.00  
Richard M. Jensen, Co. Treas.  
M. Jensen Deputy

WARD & ANDERSON

Attorneys at Law  
Sedro-Woolley, Washington

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The Buyer agrees that full inspection of said described premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made part of this contract.

The Buyer agrees that all improvements on the said premises and all hereafter placed thereon shall remain and shall not be removed until full payment of the purchase price, and the same shall at all times be kept in a proper state of repair at the expense of the Buyer.

The Buyer agrees that he will pay the <sup>property</sup> 1975/ taxes and all subsequent taxes and assessments against the said premises, together with any and all taxes which may be at any time levied or imposed against the Seller's interest in this contract or the payments to be made thereon. All of said taxes and assessments shall be paid before delinquency. Taxes include all levies and impositions of every kind made against said premises by every governmental agency and political subdivision.

The Buyer agrees that he will provide, maintain, and deliver promptly to Seller fire insurance in an amount not less than the balance owing hereunder, and such other insurance as Seller may require, satisfactory to and with loss payable to Seller, upon the buildings and improvements now situate or hereafter constructed upon said real property, and to deliver to Seller as issued, all insurance policies covering any of the said property.

If the Buyer fails to pay any sums required to be paid under the terms of this contract for taxes, insurance, repairs on the buildings, or any other purpose, the Seller shall have the option of making the payments without notice or demand upon the Buyer and all sums so paid shall constitute an indebtedness immediately due and owing by the Buyer to the Seller and shall bear interest at the rate of ten per cent per annum until paid, and Seller shall have the right to apply any payments made by Buyer on this contract to the repayment of the said indebtedness. All rights granted to the Seller under the provisions of this paragraph are in addition to any other rights granted to Seller under the provisions of this contract and shall not be construed as barring Seller's right of forfeiture for any breach of this agreement as hereinafter provided.

If the Buyer shall make all payments herein provided for and shall strictly comply with all of the terms and conditions herein contained, then the Seller will upon final payment being made and upon surrender of Buyer's copy of this contract, make, execute, and deliver to Buyer a warranty deed conveying the said premises to Buyer with ordinary covenants of warranty, excepting therefrom, however, any roads, ways or easements across said premises, all taxes and assessments hereinabove assumed by the Buyer, and all liens and encumbrances imposed or permitted to be imposed against the said premises by or through Buyer. The Seller shall deliver to Buyer with the said deed, a policy of title insurance in an amount equal to the said purchase price, subject only to the exceptions mentioned above, and exceptions standard in all such policies.

The Buyer agrees that he will at all times keep the said premises free from all liens and encumbrances and agrees that this contract shall not be assigned or assignable by Buyer without the written consent of the Seller having been first obtained.

The Buyer shall have possession of said premises unless he be in default in the payments or performance required by the terms of this contract, but title to the said premises shall remain vested in Seller until full payment of the said purchase price and full compliance with all of the terms of this agreement.

The Buyer agrees to pay the full purchase price herein agreed upon, irrespective of any loss, destruction of, or damage to the said premises, by fire or otherwise, and the same shall not give rise to any action for partial failure of consideration, nor give to Buyer any other right, remedy, or cause of action.

Time is of the essence of this agreement. If the Buyer shall fail to make any payment herein provided for promptly when due and payable, or shall fail to keep and perform any of the terms or agreements herein contained to be kept and performed by Buyer, or shall record this contract before payment of at least \$500.00 of said purchase price, then in any such case, the Seller shall have a right to declare a forfeiture of this contract, and upon such declaration of forfeiture all right, title, and interest hereby created or then existing in favor of Buyer under the terms of this contract shall utterly cease and determine and the premises aforesaid and all improvements made thereon by Buyer shall remain vested in the Seller free and clear of all right, title, interest, or other claim in Buyer and without right of reclamation or compensation for money paid or improvements made and all sums paid by Buyer under the terms hereof shall be retained by Seller as liquidated damages for breach of this agreement.

Notice of forfeiture or any other notice from the Seller to the Buyer shall be adequate, sufficient, and binding if given by mail, addressed to the Buyer at Route 3, Sedro Woolley, Washington 98284

It is agreed that any extension of time of any payment or the acceptance of a part thereof, or the failure of the Seller to promptly enforce any other breach of this contract by the Buyer, shall not be construed as a waiver on the part of the Seller of the strict performance of the terms and conditions herein contained, and the Seller may, nevertheless, forfeit this contract as herein provided upon any other or subsequent breach thereof by Buyer or upon failure to make prompt payment according to the terms of any extension made.

That wherever the context hereof requires, the masculine gender, as herein used, shall include the feminine, and the singular number, as herein used, shall include the plural. This agreement shall be binding upon the parties hereto, and upon their respective executors, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their hands the day and year hereinabove first set forth.

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Brice B. Moody

SELLER

Dianne Moody

Danny D. Moody

BUYER

Received for record at Feb. 10 1975 10:54  
at request of John H. Ward  
Luella Henry, Auditor Skagit Co., Washington

STATE OF WASHINGTON  
County of Skagit

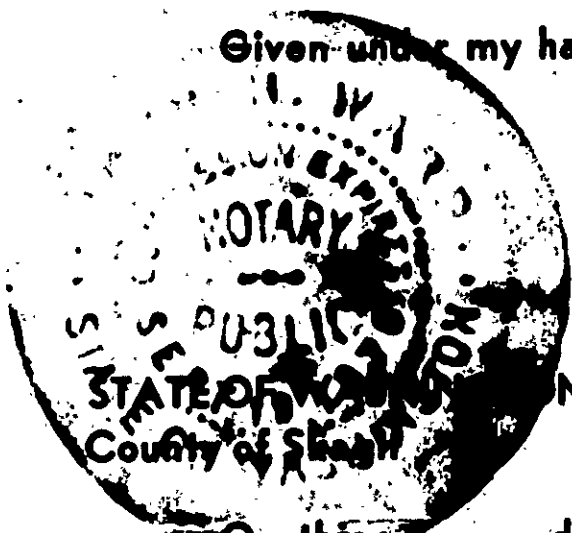
} SS.

On this day personally appeared before me

BRICE B. MOODY,

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

Given under my hand and official seal this 10 day of February, 1975



John H. Ward  
Notary Public in and for the State of  
Washington, residing at Sedro-Woolley

} SS.

On this day of 19 before me personally appeared

and to me known to be the President and Secretary, respectively, of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

Notary Public in and for the State of  
Washington, residing at Sedro-Woolley

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