

346960

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 20th day of October, 1976, between William J. Lang, hereinafter called "Seller", and Lucille A. Russell, hereinafter called "Purchaser".

W I T N E S S E T H:

The Seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller, the following described real estate situated in the county of Skagit, Washington:

Tract "A"

That portion of the SW $\frac{1}{4}$ of Section 8, Township 36 North, Range 4 E., W.M., being more particularly described as follows:

Commencing at the SW corner of said Section 8; thence South 87°48'22" East, along the South line of said section 8, 600.82 feet to an intersection with the East line of the West 600 feet of said Section 8; thence North 0°47'30" West, along said East line parallel with the West line of said Section 8, 238.81 feet to an intersection with the Northerly margin of the B.D.L.M. Railway right of way and the South westerly corner of that certain tract of land conveyed by instrument recorded under Skagit County Auditor's File No. 689013, said intersection also being the TRUE POINT OF BEGINNING; thence North 4°02'51" East, along the West line of said tract 219.10 feet; thence South 83°36'34" East 385.09 feet; thence North 84°47'19" East 435.35 feet; thence North 65°09'31" East 189.35 feet to an intersection with the Westerly margin of the Bloedel Donovan Lumber Mills Coal Bunker spur; thence South 12°38'26" West along said Westerly margin, 32.34 feet to an intersection with said Northerly margin of the Bloedel Donovan Lumber Mills Railway right of way; thence Westerly along said Northerly margin, 1142.97 feet to the TRUE POINT OF BEGINNING;

SUBJECT TO AND TOGETHER WITH an easement for ingress and egress and utilities in a portion of the SW $\frac{1}{4}$ of Section 8, Township 36 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the SW corner of said Section 8; thence S 87°48'22" E, along the S line of said Section 8, 600.82 feet to an intersection with the E line of the W 600 feet of said Section 8; thence N 0°47'30" W, along said E line parallel with the W line of said Section 8, 238.81 feet to an intersection with the Northerly margin of the B.D.L.M. railway right of way and the Southwesterly corner of that certain tract of land conveyed by instrument recorded under Skagit County Auditor's File No. 689013, said intersection also being the TRUE POINT OF BEGINNING; thence N 4°02'51" E, along the W line of said tract, 608.07 feet to an intersection with the Southeasterly line of that certain tract of land conveyed to State of Washington by instrument recorded under Auditor's File No. 228838; thence N 46°37'00" E, along said Southeasterly line (called N 45°33'00" East in said instrument), 558.17 feet to the SE corner of said State tract; thence N 5°07'00" E along the Easterly line of said State tract (called N 4°03' E in said State instrument), 221.35 feet to an intersection with the Southeasterly margin of the Alger-Cain Lake Road as conveyed to Skagit County for road purposes dated

Official Records

346960

-1-

VOL 244 PAGE 432

4693
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

6 1976

Amount Paid \$ 160.00
By M. C. Allen, Co. Treas. Deputy

by deed May 12, 1953, and recorded June 25, 1953, under Auditor's File No. 489888; thence N 59°39'03" E along said Southeasterly margin (called N 58°36' E on Skagit County Road Plan), 60.00 feet; thence S 30°20' 57" E 36.91 feet; thence S 7°42'21" W 250.24 feet to an intersection with a line that is parallel with and 60 feet Southeasterly as measured at right angles from said Southeasterly line of the State of Washington tract; thence S 46°37'00" W along said parallel line 555.99 feet to an intersection with a line that is parallel with and 60 feet E as measured at right angles from said W line of tract conveyed under Auditor's File No. 689013; thence S 4°02'51" W along said parallel line, 344.03 feet; thence S 83°36'34" East 323.58 feet; thence N 84°47'19" E 428.76 feet to a point to be hereinafter referred to as Point "Y"; thence N 65°09'31" E 203.61 feet to an intersection with the Westerly margin of the Bloedel Donovan Lumber Mills Coal Bunker spur; thence S 12°38'26" W along said Westerly margin, 62.58 feet to an intersection with said Northerly margin of the Bloedel Donovan Lumber Mills Railway right of way; thence S 46°15'00" W along said Northerly margin 31.89 feet; thence South 65°09'31" W 145.73 feet to a point which is S 15°01'35" E 60.89 feet from before mentioned Point "Y"; thence S 84°47'19" W 445.24 feet; thence N 83°36'34" W 357.25 feet to an intersection with a line that is parallel with and 30 feet E as measured at right angles from said W line of tract conveyed under Auditor's File No. 689013; thence South 4°02'51" W along said parallel line, 190.31 feet to an intersection with said Northerly margin of the Bloedel Donovan Lumber Mills Railway right of way; thence N 70°12'00" W along said Northerly margin 31.17 feet to the TRUE POINT OF BEGINNING.

with appurtenances, on the following terms and conditions:

The purchase price of the said described premises is the sum of Sixteen Thousand and no/100 Dollars (\$16,000.00) of which the sum of One Thousand Eight Hundred Fifty Three and 54/100 Dollars (\$1,853.54)

has this day been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price in the sum of Fourteen Thousand One Hundred Forty Six and 46/100 (\$14,146.46) shall be paid as follows: Three Hundred Fifty and no/100 Dollars (\$350.00) to be paid on the 10th day of October, 1976, and Three Hundred Fifty and no/100 Dollars (\$350.00) on the 10th day of each and every month thereafter until said principal and accruing interest at the rate of ten percent (10%) per annum on the declining balance is paid in full. All payments shall be applied first to the payment of accrued interest the date of payment and the balance to the reduction of principal indebtedness. Said payments shall be made on behalf of seller to Rainier National Bnk, Burlington branch, 230 Fairhaven, Burlington, Washington, or to such other place as seller may request in writing.

Official Records

VOL 244 PAGE 433

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said premises has been made and that the seller shall not be held for any covenant respecting the condition of said premises nor to any agreement for alternations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract;
5. Purchaser shall not assign, nor sell, voluntarily or involuntarily, this contract without first obtaining writtin consent of the seller.

THE SELLER AGREES:

1. Upon full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of ten percent (10%) per annum until paid, without prejudice to other rights the seller might have by reason of such failures;
2. In the event the seller has to give written notice in

accordance with the terms of this contract to enforce any of the provisions thereof, the seller shall be entitled to a reasonable attorney's fee that is incurred in connection therewith.

3. In the event the seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then purchaser agrees to pay a reasonable sum as attorney's fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to the mailing address of the premises, or to such other address that purchaser may designate in writing.

4. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall be due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any or all immediate overdue installment, or on any payments, made by the purchaser repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay interest repayable by the purchaser are independent of the covenant to make a deed and that any action is an action arising on contract for the recovery of money only, and that the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties to this agreement have executed

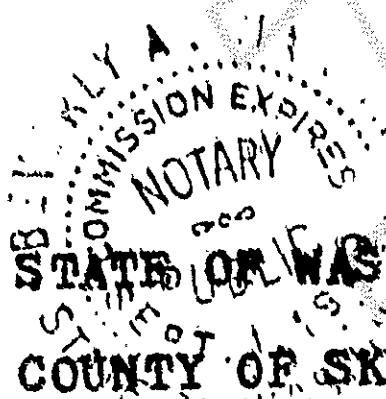
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24

the same in duplicate the day and year first written herein.

William J. Lang
WILLIAM J. LANG, Seller

Lucille H Russell
LUCILLE A. RUSSELL, Purchaser



STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

On this day personally appeared before me, William J. Lang, 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 27th day of October, 1976.

Beverly A. Martin
NOTARY PUBLIC in and for the state
of Washington, residing at
Sedro Woolley.

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

On this day personally appeared before me Lucille A. Russell, the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of October, 1976.



Beverly A. Martin
NOTARY PUBLIC in and for the state
of Washington, residing at
Sedro Woolley.

Received for record at Dec. 6 1976 10:01 AM
At request of Mel Halgren Co. Treasurer
Luella Henry, Aud for Skagit Co., Washington

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-5-

Official Records
VOL 244 PAGE 436