

866836

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14<sup>TH</sup> day of OCTOBER, 1977, between LEIF L. BURKLAND and VIOLA BURKLAND, husband and wife, hereinafter called the "seller", and BERENT J. OMDAL and DELILAH J. OMDAL, husband and wife, hereinafter called the "purchaser,"

T-44938

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skagit County, State of Washington:

That portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 14, Township 35 North, Range 3 East W.M., described as follows:

Beginning at the Southeast corner of said subdivision; thence North  $89^{\circ}20'25''$  West along the South line of said subdivision 440.03 feet; thence North  $2^{\circ}23'40''$  West 20.03 feet to the North line of the Allen West County Road, and the true point of beginning; thence continue North  $2^{\circ}23'40''$  West, parallel with the East line of said subdivision 425.60 feet, more or less, to the center of the Samish River; thence South  $60^{\circ}00'00''$  East along the approximate center of said River 118.26 feet to the Westerly line, extended North, of a tract conveyed to Ed Allen et ux, by deed recorded August 28, 1945 under Auditor's File No. 382839; thence South  $2^{\circ}23'40''$  East along the West line of said Allen tract, 167.57 feet to the Southwest corner of said Allen tract; thence continue South  $2^{\circ}23'40''$  East 200.00 feet to the North line of the County Road; thence North  $89^{\circ}20'25''$  West 100.0 feet to the true point of beginning. (Said tract also known as Tract 2 of that certain Short Plat No. 3-72, approved February 15, 1972).

Situate in the County of Skagit, State of Washington.

SUBJECT TO: Easement including the terms and conditions thereof in favor of the Washington Department of Game for right of way 25 feet on each side of the Samish River, dated July 1, 1955, and recorded July 12, 1955 under Auditor's File Number 521313.

FURTHER SUBJECT TO: An easement for road and utilities over the East 10 feet of the South 215 feet of the subject property as set forth in the face of the Short Plat No. 3-72, approved February 15, 1972 and as set forth in deed executed by Elmer B. Overway et ux, by deed recorded January 10, 1977 under Auditor's File No. 848989.

FURTHER SUBJECT TO: Declaration in Short Plat No. 3-72 approved February 15, 1972 that "All maintenance and construction of private roads are the responsibility of the lot owner."

FURTHER SUBJECT TO: Any questions that may arise due to shifting and changing in the course of the Samish River.

TERMS. The terms and conditions of this contract are as follows: The purchase price is THIRTEEN THOUSAND FIVE HUNDRED DOLLARS, (\$13,500.00), of which SIX THOUSAND DOLLARS, (\$6,000.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

December 30, 1978 - \$1000.00	December 30, 1980 - \$2166.66
December 30, 1979 - \$2166.66	December 30, 1981 - \$2166.66

4474  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

OCT 14 1977

Amount Paid \$ 13500  
Met Helgren, Co. Treas.  
By *[Signature]* Deputy

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The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8 1/2 per cent per annum from the 14th day of OCTOBER, 1977, which interest shall be payable December 30, 1978, December 30, 1979, December 30, 1980, and December 30, 1981 as accrued.

CLOSING. As referred to in this contract, "date of closing" shall be OCTOBER 14, 1977.

TAXES AND ASSESSMENTS. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

INSURANCE. The purchaser, agrees until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

HAZARDS. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

INSPECTION. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

TITLE INSURANCE. The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by LAND TITLE, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real

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estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exception appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title.

EXISTING CONTRACTS. If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

FULFILLMENT DEED. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

POSSESSION. Unless a different date is provided herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all services, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

FAILURE TO MAKE PAYMENT. In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and amounts so paid by the seller, together with interest at the rate of 10 per cent per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

TIME OF ESSENCE. Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any

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Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

written above.

Leif L Burkland  
Evela Burkland  
Berent J Jorda  
Le Selak J Anddal

On this day personally appeared before me LEIF L. BURKLAND  
AND VIOLA BURKLAND, to me known to be the individual  
described in and who executed the within and foregoing instru-  
ment, 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<sup>TH</sup> day of OCTOBER, 1977.

Notary Public in and for the  
State of Washington, residing  
at *Don*

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