

892822

## REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 4th day of July, 19 78, between  
Howard J. Johnson & Maudie E. Johnson

hereinafter called the "Seller" and Tommy J. Morrison & ~~Jane~~ E. Morrison hereinafter called the "Purchaser."

## WITNESSETH

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller the following-described real estate, situate in the  
 County of Skagit, State of Washington, to-wit: LOT: 61 BLOCK:        DIV.: 1

PLAT OF Cascade River Park

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE AS FOLLOWS:

PRICE IS Seven thousand nine hundred twenty three & 05/100 DOLLARS (\$7,923.05)

RECEIVED THIS DATE        DOLLARS (\$       )

Payments are not to exceed more than twenty nine percent of purchase price during the first year.

Purchasers agree to comply with all rules & regulations of Cascade River Park Community Club.

No bulldozing or tree cutting without permission of seller.

\*\*Purchaser agrees to pay off the remaining balance due on the contract on or before ten years from the above date.

and the balance of such purchase price shall be paid as follows Sixty five & no/100-- (\$ 65.00)

Dollars or more on or before the 4th day of August, 19 78, and Sixty five & no/100--  
For the first twelve months & then Seventy five & no/100  
 (\$ 65.00) Dollars or more on or before the 4th day of August (\$75.00) dollars per month.  
 have been fully paid. The Purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the  
 rate of 9 1/2 per cent per annum from the date hereof, which interest shall be deducted from each monthly installment and the balance of each

installment applied in reduction of principal. All payments to be made hereunder shall be at P. O. Box 21544 Northgate Station,

Seattle, Washington 98125 or at such other place as the Seller may direct in writing.

The Purchaser is entitled to take possession of said premises on date hereof.

The Purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises. In case the Purchaser shall fail to pay all taxes before delinquency, the Seller may make such payment and any amount so paid by the Seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the Purchaser on demand, all without prejudice to any other right the Seller might have by reason of such default.

The Purchaser 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 a part of this contract.

The Purchaser agrees to purchase the property hereinabove described subject to reservations, restrictions and easements of record.

The Seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute and deliver to the Purchaser a good and sufficient warranty deed of said described premises, subject to the exceptions hereinabove noted,

Time is of the essence of this contract, and in case the Buyer shall fail to make the payments above required, or any of them punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the Seller at its option may declare the entire balance of the purchase price, with interest thereon, due and payable, or rescind this contract, and in the event of such rescission, all payments made by the Buyer shall be taken and retained by the Seller, not as a penalty, but as and for liquidated damages for the breach of this contract, and the Seller shall have the right to re-enter and take possession of said premises together with any improvements or appurtenances thereon. Notice of forfeiture or exercise of any option hereunder to be mailed to the P.O. address of Buyer as shown on this contract unless notice in writing has been received by Seller of a change of said address.

In any suit or action to enforce any covenant of this contract, the Purchaser agrees to pay to the Seller 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, which sums shall be included in any judgment or decree entered in such suit.

Purchaser

Tommy J. Morrison

By:

Howard J. Johnson

Purchaser's Wife

Jane E. Morrison

By:

Maudie E. Johnson

Address 324 So. 108th Pl.

City Seattle State Wash. Zip 98168

Telephone Ch. 3-0462

STATE OF WASHINGTON )

) s.s.  
 County of King )

Received for record at Dec. 11 1978 12:25 PM  
 at request of Holiday Land Sales, Inc.  
Luella Henry, Auditor Skagit Co., Washington

347  
 SKAGIT COUNTY WASHINGTON  
 Real Estate Excise Tax  
 PAID

AUG 10 1978

Amount Paid \$ 79.23  
 Ruth Wylie, Co. Treas.  
 By CR Deputy

On this 9th day of August, 19 78, personally appeared Howard J. Johnson and

Maudie E. Johnson to me, known to be the President and the Secretary, respectively, of the corporation that executed the 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 the said instrument.

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

James L. Proffitt  
 Notary Public in and for the State of Washington,  
 residing at Seattle  
 Official Record

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