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79061800326.50 REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 14th day of June, 1979, between LELAND FOX and CHARLOTTE FOX, husband and wife, hereinafter called the "seller," and STANLEY FOX, a single man, and BURL FOX, a single man, as joint tenants, hereinafter called the "purchaser,"

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, Washington:

The Southwest 1/4 of the Northeast 1/4; and that portion of the North 20 feet of the Southeast 1/4 of the Northwest 1/4 lying Easterly of the County Road in Section 19, Township 36 North, Range 4 East, W.M., EXCEPT that portion of said premises lying within the boundaries of Primary State Highway No. 1 as condemned in Skagit County Superior Court Cause No. 26638; ALSO EXCEPT that portion of said premises lying within the boundaries of that certain "COMMON BORROW PIT", as condemned in Skagit County Superior Court Cause No. 26776; EXCEPT mineral rights as reserved in instrument recorded September 1, 1972 under Auditor's File No. 773469.

Situate in the County of Skagit, State of Washington.

SUBJECT TO THE FOLLOWING:

1. Condemnation by the State of Washington of right of access to state highway and of light, view and air, by decree entered August 13, 1962 and September 25, 1962 in Skagit County Superior Court Cause Nos. 26638 and 26776.

2. Reservation, including the terms and conditions thereof in favor of Herbert D. Gorne and Viola M. Gorne, husband and wife, dated August 30, 1972, recorded September 1, 1972, under Auditor's file number 773469, for the purpose of reserving all oil, gas, petroleum, gases, coal, asphalt and other minerals and mineral substances of every kind and character.

The terms and conditions of this contract are as follows:

The purchase price is FIFTEEN THOUSAND DOLLARS, (\$15,000.00) of which FIFTEEN HUNDRED DOLLARS, (\$1,500.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

NINE HUNDRED DOLLARS, (\$900.00) or more, at purchaser's option the 1st day of January, 1980, and NINE HUNDRED DOLLARS (\$900.00) or more, at purchaser's option on or before the 1st day of each succeeding calendar January and July until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8% per annum from the date hereof, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

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2740 SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

LUELLA HENRY
SKAGIT COUNTY AUDITOR

JUN 18 1979

Amount Paid \$ 1500
Ruth Wylie, Co. Treas

79 JUN 18 PM 1:01

By [Signature] Deputy

SKAGIT COUNTY TITLE CO.

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All payments to be made hereunder shall be made at seller's residence or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be

June 14, 19

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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, 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 estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

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- 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 (5) shall be deemed defects in seller's title.

(6) Seller's title to said real estate is subject to an existing contract between HERBERT D. GORNE and VIOLET M. GORNE, husband and wife, and LELAND FOX and CHARLOTTE FOX, husband and wife, dated August 30, 1972, recorded September 1, 1972, under Auditor's file number 773469. 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.

(7) 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 fulfillment 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:

None other than those listed above.

(8) Unless a different date is provided for 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 service 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.

(9) 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 any amounts so paid by the seller, together with interest at the rate of 10% 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.

(10) 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 the right to re-enter and take possession of the real estate; 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.

(11) Upon seller's election to bring suit to enforce

