

COMPARED

to

FILED FOR RECORD AT  
REQUEST OF:

PIONEER NATIONAL TITLE INSURANCE CO.  
2221 Riverside Drive, Mount Vernon, WA

6.00  
7909050058

H-65755

Return To

Schacht & Nicks  
P.O. Box 1165  
Mt. Vernon, WA.

REAL ESTATE CONTRACT

This Agreement, made this 1st day of September, 1979,  
between KENNETH R. BURT and PHYLLIS L. BURT, husband and wife,  
hereinafter referred to as the "Seller", and TERRY E. MOORE and  
PAMELA S. MOORE, husband and wife, hereinafter referred to as the  
"Purchaser",

W I T N E S S E T H :

That the Seller agrees to sell to the Purchaser, and the  
Purchaser agrees to purchase of the Seller, the following described  
real estate, with the appurtenances, situate in the County of  
Skagit, State of Washington, to-wit:

Lot 10 in Block 14, Amended Plat of BURLINGTON,  
Skagit County, Wash., as per plat recorded in Volume  
3 of Plats, page 17, records of Skagit County; EXCEPT  
the East 15 feet thereof and EXCEPT the South 14 feet  
thereof;

TOGETHER WITH, that portion of the South 1/2 of  
vacated Magnolia Street that has reverted to said  
premises by operation of law; ALSO, that portion of  
the South 1/2 of vacated Magnolia Street and of  
vacated Holly Street, that lies West of the West  
line of said Lot 10 and its Northerly extension to  
the center line of Magnolia Street, East of the  
East line of Lot 1 in Block 13 of said plat, and  
its Northerly extension to the center line of Magnolia  
Street, and North of the Westerly extension of the  
North line of the South 14 feet of said Lot 10.

# 4107  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

SUBJECT TO:

SEP - 5 1979

1. Municipal assessments, if any, levied by the  
City of Burlington.

Amount Paid \$ 295<sup>00</sup>  
Ruth Wylie, Co. Treas.  
By *mp* Deputy

TERMS

The terms and conditions of this contract are as  
follows: The purchase price is the sum of Twenty-  
nine Thousand Five Hundred Dollars (\$29,500.00), of which the sum of  
Three Thousand Dollars (\$3,000.00) has been paid, and the balance of  
said purchase price in the sum of Twenty-six Thousand Five Hundred  
Dollars (\$26,500.00) shall be paid as follows:

PAYMENTS

In monthly installments of Two Hundred Sixty Dollars  
(\$260.00) only, commencing on the 20th day of  
September, 1979. No further payments shall be made other than the  
regular monthly payments, without the written consent of Seller.

INTEREST

Each of said installments shall be credited first  
to interest upon all unpaid balances hereunder at  
the rate of Eleven percent (11%) per annum, computed from the 1st  
day of September, 1979, and balance, if any, to principal.

PLACE OF  
PAYMENT

Payments shall be made to account of Seller at  
Seattle-First National Bank, Mount Vernon Branch,  
Mount Vernon, Washington.

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LUELLA HENRY  
SKAGIT COUNTY CLERK

R13

'79 SEP - 5 P4:12

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**WARRANTIES** This agreement constitutes the entire contract between the parties. The Seller is not liable or bound in any manner by express or implied warranties, guarantees, promises, statements, representations or information pertaining to said premises, the improvements, the condition thereof, the zoning, the rental income, the corners, fence lines, boundaries, area, taxes, assessments, the insurability of improvements, or any other matter whatsoever made or furnished by any real estate broker, agent, employee, attorney or other person representing or purporting to represent the Seller, unless such warranties, guarantees, promises, statements or representations are expressly and specifically set forth herein.

**WASTE AND REPAIRS** Purchaser agrees to keep all buildings and improvements now or hereafter placed on said premises in good condition and state of repair, and not to permit waste or removal without prior written approval of the Seller.

**DATE OF POSSESSION** Purchaser is entitled to take and have possession of said premises on date hereof , and shall be entitled to retain possession so long as Purchaser is not in default in carrying out the terms, covenants and agreements set forth herein.

**TAXES AND ASSESSMENTS** Purchaser agrees to pay before delinquency all liens, taxes and assessments which may, as between Seller and Purchaser, hereafter become a lien on said premises, and also all taxes which may hereafter be levied or imposed upon this contract or any part thereof.

**RISK OF DAMAGE** The Purchaser assumes all risk of damage to improvements upon the premises and of the taking of any part of the property for public use. No such damage or taking shall constitute a failure of consideration. In case of such damage or taking, all moneys received by the Seller by reason thereof (less any sums which Seller may be required to expend in procuring such money) shall be applied to the principal, and not to any installment of principal or interest herein required, or, at Seller's election, to the rebuilding or restoration of such improvements.

**INSURANCE COVERAGE** The Purchaser agrees to keep all buildings now or hereafter placed upon the premises unceasingly insured against loss or damage by fire, in the full insurable value thereof, with the name of the Seller endorsed thereon. Said insurance shall be placed and maintained with an insurance company reasonably acceptable to the Seller, for the benefit of the mortgagee, if any; the Seller; and the Purchaser, as their interests may appear, until the purchase price is fully paid. Purchaser shall deliver to Seller all said insurance policies, renewals and premium receipts, except such as are required to be delivered to the mortgagee, if any.

**ADVANCES BY SELLER** In the event that the Purchaser shall fail to pay before delinquency any taxes, assessments or other payments required to be made on account of the mortgage, if any, the Seller may pay such taxes and assessments and make such payments. All sums so advanced by Seller shall be deemed a part of the purchase price and become payable forthwith by Purchaser, with interest computed from dates of advancements at the rate of 1 per cent per month, until paid, without prejudice to other rights of Seller by reason of such failure.

**CONTRACT ASSIGNMENT** The parties agree that neither this contract nor the Purchaser's interest therein is subject to assignment, either voluntarily or by operation of law without the prior written consent of the Seller. Resale upon contract is similarly restricted without Seller's prior written consent. Seller shall not withhold this consent if Purchaser's assignee is a financially solvent and otherwise responsible person. Should the contract be assigned or the premises be resold, without Seller's prior written consent, the remaining principal balance hereon shall become immediately due and payable, at Seller's election, upon giving of Sixty days (60) notice of such decision.

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**INSPECTION** The Purchaser represents that full inspection of said described premises has been made, and that said premises are being purchased "as is". Neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements or repairs, unless the covenant relied on be in writing, attached hereto, and made a part hereof.

**TITLE INSURANCE** The parties agree that the Seller has delivered, or within ten days herefrom will procure and deliver, to the Purchaser, a title insurance policy in usual form and with standard exceptions therein, insuring the Purchaser to the full amount of said purchase price, against loss or damage occasioned by reason of defect in, or encumbrance against, Seller's title to the premises, not assumed by Purchaser, or as to which the conveyance hereunder is not to be subject.

**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 special warrant deed to the property, excepting such part thereof, if any, which may hereafter be condemned, and free of encumbrances except those above mentioned and any that may accrue hereafter through any person other than the Seller.

**LATE CHARGES** The Purchaser agrees to pay, and hereby authorizes the Seller to collect a "late charge" not to exceed two cents for each dollar of each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments.

**DEFAULT OF PURCHASER** Time is of the essence of this contract. Purchaser's failure to comply with or perform any term, condition or agreement promptly and in the manner required shall be deemed a default of this contract. Seller, upon Purchaser's default, shall be reimbursed by Purchaser for all costs and reasonable attorney's fee incurred by Seller to enforce any term, condition or agreement. Purchaser's liability for reasonable attorney's fees shall include fees for notices, collection activities, conferences and other services rendered. Seller may elect to declare all Purchaser's rights hereunder terminated if Purchaser shall be in default and Purchaser shall fail to correct any default within a period of thirty (30) days after the mailing or delivery of written notice of the default as herein provided. Upon Seller so doing, all payments made by Purchaser, and all improvements placed upon the premises, may be declared forfeited to Seller as liquidated damages for said breach, and Seller shall have the right to re-enter and take immediate possession of the property.

**SELLER'S ELECTIONS** The Seller may elect to bring action on any intermediate overdue installments or on any payments made by Seller and repayable by Purchaser, it being stipulated that the covenants to pay intermediate installments and to pay items repayable by the Purchaser are independent of the covenant to make a deed. Every such action is one arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. The Purchaser agrees that no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

**COSTS OF ENFORCEMENT** In the event the services of an attorney are incurred to enforce any covenant, condition or term of this contract or to procure an adjudicated or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the non-prevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs, costs of searching records, and costs of serving any notices required by law. Failure to pay said attorney's fee and costs incurred shall be deemed a substantial breach of this contract.

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