

Order #13503

7 00

SKAGIT COUNTY TITLE CO.

**8104150035** REAL ESTATE CONTRACT

THIS IS A REAL ESTATE CONTRACT dated the <sup>13<sup>th</sup></sup> day of April, 1981 between Daniel Bill Stafford also appearing of record as Billie Stafford and Inese Stafford, husband and wife, hereinafter called "sellers" and Ray A. McDonald and Lucille McDonald, husband and wife, hereinafter called "purchasers".

Sellers agree to hereby sell to purchasers and the purchasers hereby agree to purchase from the sellers the following described real estate situate in Skagit County, Washington.

All of lot 16 and the east ½ of lot 17, block 70, "FIRST ADDITION TO THE TOWN OF SEDRO" as per plat recorded in volume 3 of plats, page 29, records of Skagit County

The following are the terms and conditions of this contract.

1. PURCHASE PRICE: The purchase price is the sum of FORTY FOUR THOUSAND AND NO/100 (\$44,000.00) Dollars of which the sum of ONE THOUSAND AND NO/100 (\$1,000.00) Dollars has been paid down and the balance of FORTY TWO THOUSAND AND NO/100 (\$42,000.00) Dollars shall be paid at the rate of THREE HUNDRED SIXTY TWO AND NO/100 (\$362.00) Dollars, or more, per month with interest on the unpaid balance at the rate of nine and one-half percent (9½) per annum said interest to commence the first day of April, 1981.

Payments shall be made on the first day of each month, commencing on the 1st day of May, 1981 and due and payable on the first day of each and every month thereafter until said amount, including interest, is paid in full. Said payments shall be made at the office of Island Savings and Loan, Sedro Woolley branch, Sedro Woolley, Washington or to such other place as the holder of this contract may designate in writing.

2. REAL ESTATE TAXES: Purchasers agree to pay all real estate taxes for 1981 as they become due and agree to pay, before delinquency, all subsequent taxes and assessments of any kind or character which may, as between sellers and purchasers, become a lien on said real estate.

3. INSURANCE: Purchasers agree to keep the buildings now or hereafter placed upon said premises insured to the actual

8104150035

Page One

Official Record  
VOL 436 PAGE 247

cash value thereof against loss or damage by fire and extended coverage, in a company acceptable to sellers and for sellers' benefit as sellers' interest may appear and will deliver to sellers, all policies and renewals thereof.

4. PAYMENTS BY SELLERS AND REIMBURSEMENTS: In the event the purchasers fail to make any payment herein provided or to maintain insurance as herein required, sellers may make such payment or effect such insurance and any amount so paid by sellers together with interest thereon at the same rate as provided in this contract, from the date of payment until repaid, shall be repayable by purchasers on demand and secured by this contract all without prejudice to any other right sellers may have by reason of such default.

5. REPRESENTATIONS: Purchasers agree that full inspection of the said property has been made and neither sellers, sellers' assigns nor sellers' representatives have made any representations concerning the condition of the property or the improvements thereon nor has any agreement for alteration, improvements or repairs been made unless the same are as set forth in this agreement or attached hereto and made a part of this contract.

6. RISK OF LOSS: Purchasers assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and the taking of the said real estate or any part thereof for public use and agree that no such damage, destruction or taking shall constitute a failure of consideration.

7. CONDEMNATION AWARD: In case any part of the 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 sellers and applied as a payment upon the purchase price unless the sellers elect to allow the purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

8. APPLICATION OF INSURANCE PROCEEDS: In case of damage or destruction from a peril insured against, the proceeds from such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable

length of time unless the purchasers elect that such proceeds be paid to sellers for application upon the purchase price herein.

9. USE AND MAINTENANCE OF PREMISES: The purchasers covenant to keep the buildings and other improvements on said real estate in good repair and not permit waste and shall not use nor permit the use of said property for any illegal purposes. Purchasers covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utilities furnished to said real estate after purchasers are entitled to possession.

10. FULFILLMENT DEED: Sellers agree that upon receiving full payment of the purchase price and interest in the manner above specified and when all other terms, conditions and covenants have been met, to convey the property to the purchasers by statutory warranty deed excepting any party thereof which may hereafter be taken for public use and free of any encumbrances except those which may attach after date of closing through persons other than sellers and except such encumbrances as purchasers have assumed or to which this contract is subject as stated above.

11. POSSESSION: Purchasers shall be entitled to possession on the signing of this contract and shall be entitled to retain possession so long as purchasers are not in default hereunder.

12. RESTRICTION AGAINST ASSIGNMENT AND RESALE: Purchasers may not assign this contract nor any interest herein nor sell any interest herein. If the purchasers wish to do so, the balance due and owing to the sellers shall be paid in full.

13. WASTE AND DAMAGE: Purchasers agree not to permit nor allow any waste or damage to be done to the real estate during the period of this contract.

14. SELLERS' REMEDIES: Time is of the essence hereof. In the event the purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required and shall fail to correct said default within a period of thirty (30) days after personal service or date of mailing a notice thereof as hereinafter provided, the same shall constitute a material breach of this agreement

and thereupon, sellers may have either of the following remedies:

(a) Sellers may elect to declare all of purchasers' rights hereunder terminated and upon so doing, all payments made by purchasers hereunder may be declared forfeited to sellers as liquidated damages and sellers shall have the right to re-enter and take possession of the real estate and purchasers agree to immediately surrender possession of said premises.

(b) Sellers may elect to bring action or actions on any intermediate overdue installment or on any payment or payments made by sellers and repayable by purchasers, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by purchasers are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. Purchasers agree that no such action shall constitute an election not to proceed otherwise as to any subsequent default and no waiver by sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

(c) Sellers shall have the option and right to accelerate the entire unpaid balance and may commence action against the purchasers for said unpaid balance together with any other sums due sellers by virtue of this contract, including but not limited to interest and delinquent taxes or assessments. Upon commencement of such action, the entire principal balance of the purchase price shall become due and payable.

The failure of the sellers to bring an action against the purchasers at any time upon the violation of any of the terms of this contract by the purchasers at and of that particular time, shall not be construed to be a waiver of any of the rights of the sellers specified herein.

15. COSTS AND ATTORNEY FEES: In the event the sellers elect to exercise sellers' rights under any of the options above set forth, through court action or otherwise and sellers incur any costs, expenses or attorney fees, purchasers agree to pay to the sellers all such reasonable costs, expenses and a reasonable attorney fee in connection with the enforcement of sellers' rights.

16. NOTICES OR SERVICE: Service thereof may be made upon the purchasers, by certified mail at:

~~1012 Jameston ST.~~ P.O. Box 21  
Sedro Woolley, WA 98284

17. AGREEMENT BINDING ON HEIRS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS: This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.

8104150035

Page Four

VOL 436 PAGE 250

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13<sup>th</sup> day of April, 1981.

Daniel Bill Stafford  
DANIEL BILL STAFFORD, seller

Inese Stafford  
INESE STAFFORD, seller

1008  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

APR 15 1981

Amount Paid \$ 440.<sup>00</sup>  
Ruth Wylie, Co. Treas.  
By Linda Deputy  
Patterson

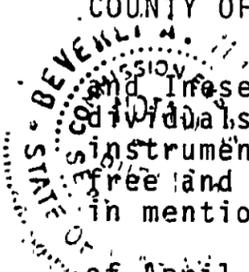
Ray A M C Donald  
RAY A. MCDONALD, purchaser

Lucille M Donald  
LUCILLE MCDONALD, purchaser

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this day personally appeared before me Daniel Bill and Inese Stafford, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument 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 13<sup>th</sup> day of April, 1981.

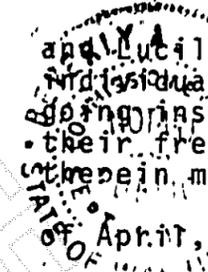


Beverly A. Martin  
NOTARY PUBLIC in and for the state of Washington, residing at Sedro Woolley

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this day personally appeared before me Ray A. and Lucille McDonald, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument 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 13<sup>th</sup> day of April, 1981.



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

8104150035