

6000

8110120038

Order #13834

LUELLA HENRY
SKAGIT COUNTY

'81 OCT 12 P2:41

INSTALLMENT SALES AND
REAL ESTATE CONTRACT

SKAGIT COUNTY TITLE CO.

THIS AGREEMENT Made and entered into this 15th day of September
VELMA BAKER, a widow, as her separate property,

party of the first part, hereinafter designated Seller, and JOHN W. ALLEN and SHELLY D. ALLEN,
husband and wife,

party of the second part, hereinafter designated Buyer,

WITNESSETH: That Seller in consideration of the purchase price herein provided and the covenants and
agreements herein contained, hereby agrees to sell unto the Buyer and Buyer hereby agrees to purchase from
Seller, the following described real estate situated in Skagit County, State of Washington, to wit:

See legal descriptions as Parcel A and Parcel B on attached Exhibit 1 by
this reference made a part hereof.

The total agreed purchase price for the above described real estate and the mobile
home situated thereon, which is hereinafter described, is the sum of Forty Five Thousand
and no/100 (\$45,000.00) Dollars, lawful money of the United States of America, of which
buyers have paid to seller the sum of Five Thousand and no/100 (\$5,000.00) down, receipt
of which is hereby acknowledged. The balance of said purchase price, namely, Forty
Thousand and no/100 (\$40,000.00) Dollars, together with interest thereon at the rate of
8% per annum shall be paid by buyers to seller as follows:

Three Hundred and no/100 (\$300.00) Dollars, including said interest on the 15th day
of October, 1981, and Three Hundred and no/100 (\$300.00) Dollars, including said interest
on the 15th day of each and every month thereafter until said principal and accruing
interest have been paid in full. Payments shall be applied first to payment of interest
accrued to date of payment, and the balance to the reduction of the principal indebtedness,
and only the deferred balance shall bear interest as aforesaid. All payments shall be
made by buyers to seller, without notice or demand, at the Sedro Woolley Branch of Skagit
State Bank, or at such other place as seller may hereafter direct in writing. Buyers will
have the right to make larger or earlier payments than hereinabove provided at any time
without penalty.

It is understood and agreed that this sale includes not only the above described
real estate, but also the mobile home now situated thereon, which is described as a
1972 Princeton 12 foot by 52 foot mobile home, I.D. #KW485, title No. 7629504504360. As
used herein, the term "premises" or "property" includes the real estate and the said
mobile home. The parties hereby agree that of the above described \$45,000.00 purchase
price, \$6,000.00 thereof is for the price of the said mobile home, and \$39,000.00 thereof
is for the price of said real estate.

It is also understood and agreed that this sale includes the water rights granted
to said real estate by Certificate of Water Right recorded under Skagit Auditor's File
No. 833656.

Concurrently herewith buyers are executing a UCC Financing Statement for filing,
showing seller to hold a lien on said mobile home, and concurrently herewith seller is
executing a Bill of Sale for said mobile home, together with a Fulfillment Warranty Deed
for said real estate, together with the title certificate for said mobile home, all of
which will be left at the collecting bank for delivery to buyers upon their completion
of this purchase. Buyers will pay the personal property taxes assessed on said mobile
home commencing during the year 1982 and each year thereafter. Said mobile home shall not
be removed from the premises until this contract is paid in full, or until seller first
otherwise agrees in writing.

Filed for record at the
request of:

SKAGIT COUNTY TITLE CO.

Return to:

JOHN H. WARD
Attorney at Law
Post Office Box 208
120 WOODWORTH STREET
SEDRO-WOOLLEY, WASHINGTON 98284
PHONE: (206) 855-1431

3114
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 12 1981

Amount Paid \$ 3900.00
Ruth Wylie, Co. Treas.
By [Signature] Deputy

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The Buyer 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 part of this contract.

The Buyer agrees that all improvements on the said premises and all hereafter placed thereon shall remain and shall not be removed until full payment of the purchase price, and the same shall at all times be kept in a proper state of repair at the expense of the Buyer.

The Buyer agrees that he will pay the 1982 real estate and personal property taxes and all subsequent taxes and assessments against the said premises, together with any and all taxes which may be at any time levied or imposed against the Seller's interest in this contract or the payments to be made thereon. All of said taxes and assessments shall be paid before delinquency. Taxes include all levies and impositions of every kind made against said premises by every governmental agency and political subdivision.

The Buyer agrees that he will provide, maintain, and deliver promptly to Seller fire insurance in an amount not less than the balance owing hereunder, and such other insurance as Seller may require, satisfactory to and with loss payable to Seller, upon the buildings and improvements now situate or hereafter constructed upon said real property, and to deliver to Seller as issued, all insurance policies covering any of the said property.

If the Buyer fails to pay any sums required to be paid under the terms of this contract for taxes, insurance, repairs on the buildings, or any other purpose, the Seller shall have the option of making the payments without notice or demand upon the Buyer and all sums so paid shall constitute an indebtedness immediately due and owing by the Buyer to the Seller and shall bear interest at the rate of ten per cent per annum until paid, and Seller shall have the right to apply any payments made by Buyer on this contract to the repayment of the said indebtedness. All rights granted to the Seller under the provisions of this paragraph are in addition to any other rights granted to Seller under the provisions of this contract and shall not be construed as barring Seller's right of forfeiture for any breach of this agreement as hereinafter provided.

If the Buyer shall make all payments herein provided for and shall strictly comply with all of the terms and conditions herein contained, then the Seller will upon final payment being made and upon surrender of Buyer's copy of this contract, make, execute, and deliver to Buyer a warranty deed conveying the said premises to Buyer with ordinary covenants of warranty, excepting therefrom, however, any roads, ways or easements across said premises, all taxes and assessments hereinabove assumed by the Buyer, and all liens and encumbrances imposed or permitted to be imposed against the said premises by or through Buyer. ~~The Seller shall deliver to Buyer with the said deed, a policy of fire insurance to and in favor of the said premises, the said policy to be subject only to the exceptions mentioned above and except as stated in the said policy.~~ See below

The Buyer agrees that he will at all times keep the said premises free from all liens and encumbrances and agrees that this contract shall not be assigned or assignable by Buyer without the written consent of the Seller having been first obtained.

The Buyer shall have possession of said premises unless he be in default in the payments or performance required by the terms of this contract, but title to the said premises shall remain vested in Seller until full payment of the said purchase price and full compliance with all of the terms of this agreement.

The Buyer agrees to pay the full purchase price herein agreed upon, irrespective of any loss, destruction of, or damage to the said premises, by fire or otherwise, and the same shall not give rise to any action for partial failure of consideration, nor give to Buyer any other right, remedy, or cause of action.

Time is of the essence of this agreement. If the Buyer shall fail to make any payment herein provided for promptly when due and payable, or shall fail to keep and perform any of the terms or agreements herein contained to be kept and performed by Buyer, or shall record this contract before payment of at least \$500.00 of said purchase price, then in any such case, the Seller shall have a right to declare a forfeiture of this contract, and upon such declaration of forfeiture all right, title, and interest hereby created or then existing in favor of Buyer under the terms of this contract shall utterly cease and determine and the premises aforesaid and all improvements made thereon by Buyer shall remain vested in the Seller free and clear of all right, title, interest, or other claim in Buyer and without right of reclamation or compensation for money paid or improvements made and all sums paid by Buyer under the terms hereof shall be retained by Seller as liquidated damages for breach of this agreement.

Notice of forfeiture or any other notice from the Seller to the Buyer shall be adequate, sufficient, and binding if given by mail, addressed to the Buyer at 2674 S. Skagit Highway, Sedro Woolley, WA 98284

It is agreed that any extension of time of any payment or the acceptance of a part thereof, or the failure of the Seller to promptly enforce any other breach of this contract by the Buyer, shall not be construed as a waiver on the part of the Seller of the strict performance of the terms and conditions herein contained, and the Seller may, nevertheless, forfeit this contract as herein provided upon any other or subsequent breach thereof by Buyer or upon failure to make prompt payment according to the terms of any extension made.

That wherever the context hereof requires, the masculine gender, as herein used, shall include the feminine, and the singular number, as herein used, shall include the plural. This agreement shall be binding upon the parties hereto, and upon their respective executors, administrators and assigns.

Regardless of any other provisions contained herein, it is understood and agreed that the seller, as soon as possible after the execution of this instrument, furnish to the buyers a purchaser's policy of title insurance showing merchantable title to said premises and the seller shall not be required to furnish any other policy of title insurance under the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first hereinabove written.

Velma Baker
Seller

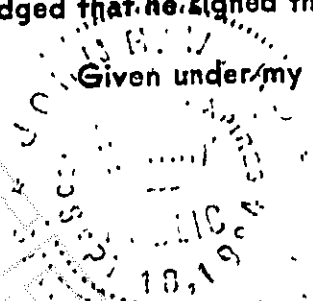
John W. Allen
Shelly D. Allen
Buyers

STATE OF WASHINGTON } SS.
County of Skagit

On this day personally appeared before me VELMA BAKER

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of September, 1981.



John W. Wood
Notary Public in and for the State of Washington, residing at Sedro-Woolley

STATE OF WASHINGTON } SS.
County of Skagit

On this day of 19 before me personally appeared

and to me known to be the President and Secretary, respectively, of the corporation that executed the within and 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 said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington, residing at Sedro-Woolley

PARCEL "A"

That portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W. M., lying Southerly of the County road known as the South Skagit Highway, described as follows:

Beginning at the intersection of the North line of Section 35 and the West line extended North, of that certain tract of land conveyed to Eddie Savage and Viola M. Savage, husband and wife, by deed recorded September 2, 1970, under Auditor's File No. 743119, the point of beginning; thence West along the North line of Section 35, 300 feet; thence South parallel to the East line of Section 35 to the centerline of the former Puget Sound & Cascade Railway right of way; thence Easterly along the centerline of said railway right of way 300 feet, more or less, to the West line of the aforementioned Savage tract; thence North along the West line of the aforementioned Savage tract to the point of beginning.

PARCEL "B"

That portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., lying Southerly of the County road known as the South Skagit Highway, described as follows:

Beginning at a point on the North line of Section 35, 300 feet West of the intersection of the North line of Section 35 and the West line extended North, of that certain tract of land conveyed to Eddie Savage and Viola M. Savage, husband and wife, by deed recorded September 2, 1970, under Auditor's File No. 743119, the point of beginning; thence South parallel to the East line of section 35 to the centerline of the former Puget Sound & Cascade Railway right of way; thence Westerly along the centerline of said railway right of way to a point 300 feet West, as measured at right angles, to the East line of the tract herein described; thence North parallel to the East line of Section 35 to the North line of Section 35; thence East along the North line of Section 35 to the point of beginning.

"EXHIBIT 1"

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