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REAL ESTATE CONTRACT

THIS AGREEMENT, made this 15th day of September, 1983, between NORMAN HAYTON and DONNA HAYTON, husband and wife, hereinafter referred to as "Seller" and GARY N. HAYTON and TERESA M. HAYTON, husband and wife, hereinafter referred to as "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:

That certain tract of land listed and described in EXHIBIT "A" attached hereto and by reference made a part hereof.

REGISTERED

TERMS The terms and conditions of this contract are as follows: The purchase price is the sum of \$136,000.00, which by negotiation between the parties has been allocated as follows:

(a) Land	\$ 25,000.00
(b) Single purpose horticultural greenhouses	81,000.00
(c) Buildings	30,000.00

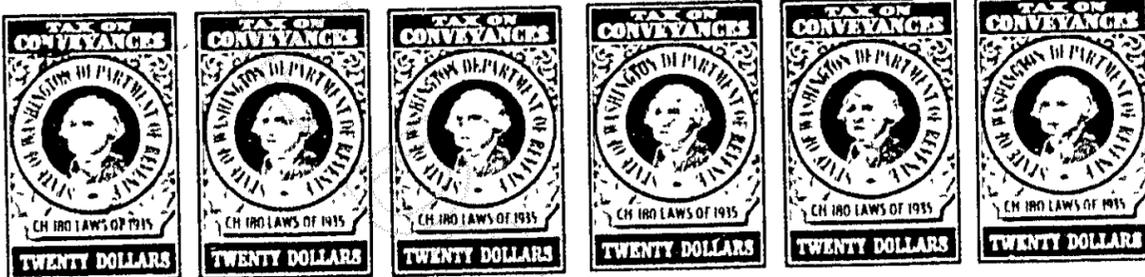
TOTAL \$136,000.00

PAYMENT OF PURCHASE PRICE

The total purchase price of \$136,000.00 shall be payable as follows:

The Purchaser shall pay as a down payment the sum of \$25,500.00.

The balance of the purchase price of \$110,500.00 shall bear interest at the rate of ten percent (10%) per annum on the declining principal balance. The Purchaser shall pay annual installments which shall be due and payable on the anniversary date of this contract in the amount of \$11,900.00 per annum, or more, at Purchaser's option. Said payments shall first be applied to interest with the remainder of said payment, if any, to be applied to the declining principal balance. Interest shall commence to accrue on the date of this contract, provided, however that the entire amount due hereunder shall be due and payable within ten years from the date hereof.



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 Seller, 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.

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
REAL & PERSONAL

Purchaser shall not require of the Seller any title insurance relative to this transaction. Seller represents that there are no outstanding obligations against any of the properties which are the subject of this sale. Purchaser may pay any obligations which subsequently prove to be due, owing and/or encumbering any of the properties which are the subject of this contract and any such payment shall then be treated and credited as an advancement toward the next due annual installment. Purchaser further shall not require of Seller any proof of the status of the title of any property which may be the subject of this sale.

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 warranty 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.

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.

COMPARED
SU TO (B)

PARCEL "A":

Township 33 North, Range 3 East, Willamette Meridian,
Section 10: That portion of the NE 1/4 SE 1/4, described
as follows:

Beginning at a point 528 feet East of the Southwest corner of
said NE 1/4 SE 1/4; thence East 330 feet, thence North 1320 feet
more or less, to the North line of said subdivision; thence West 330
feet, thence South 1320 feet, more or less, to the point of
beginning.

EXCEPT the East 132 feet thereof AND EXCEPT road.

PARCEL "B":

Township 33 North, Range 3 East, Willamette Meridian,
Section 10: That portion of the S 1/2 of the West 528 feet
of the NE 1/4 SE 1/4 lying East of the County road known as
Hastie Road.

PARCEL "C":

Township 33 North, Range 3 East, Willamette Meridian,
Section 10: That portion of the N 1/2 of the West 528 feet
of the NE 1/4 SE 1/4 lying Easterly of the road known as
Hastie Road.

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EXHIBIT A

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