



## REAL ESTATE CONTRACT



THIS CONTRACT, made and entered into this 5<sup>th</sup> day of March, 1984  
 between DONALD L. ALLYN, a single man,  
 hereinafter called the "seller," and ROBERT DALE and IRENE FRANCES DALE, husband and wife,  
 hereinafter called the "purchaser,"

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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, State of Washington:  
 Government Lot 3, Section 13, Township 34 North, Range 1 East, W.M., except any portion thereof which may lie within that certain plat of "Lakeview Addition to Fidalgo City", according to plat recorded in Volume 2 of Plats, Page 47, Records of Skagit County, Washington, and except County Road known as C.R. Donnell Road No. 2;  
 subject portion of said Government Lot 3 being also previously described as "The West 616 feet, more or less, of Government Lot 3" of said section.

It is understood and agreed that the building on the premises was built by Morris Graves, a well-known Northwest artist and the purchasers agree not to demolish or substantially change the building in any way, except for restoration purposes to restore the building, or keep it, in its original state.

The terms and conditions of this contract are as follows: The purchase price is Sixty-five Thousand and No/100----- (\$65,000.00) Dollars, of which

Two Thousand, Six Hundred Twenty-two and 50/100 ----- (\$2,622.50) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The down payment will include payments heretofore made to seller and credit for 1983 and 1984 real estate taxes which have been or will be paid by the purchasers. The balance of 62,377.50 shall be payable in monthly installments of \$400 each, including principal and interest at the rate of 6% per annum commencing March 10, 1984 through December 10, 1984. Commencing January 10, 1985 the monthly installments shall increase to \$600, including principal and interest at the rate of 6% per annum.

The parties agree that the monthly payment may be adjusted for inflation beginning with the payment due March 10, 1987. The payments shall be adjusted based upon any changes in the Bureau of Labor Statistics Consumer Price Index for the Greater Seattle area with 1985 to be the base year and 1986 to be the first comparison year. In the event the Bureau of Labor Statistics has a Consumer Price Index for any closer area than Seattle, that index will be used. In no event will the adjustment be more than 7% in any one year, nor will the monthly payments exceed \$900.

In the event of increase of payments, the balance owing may, if necessary, increase in order that the agreed monthly payments shall extend to February 10, 1995 or until seller's death, whichever shall first occur.

Notwithstanding any other term contained herein, the balance owing to the seller, if any, on February 10, 1995, or upon the seller's death, whichever shall first occur, shall be deemed to be fully forgiven and extinguished and in confirmation thereof, seller shall execute a Last Will and Testament giving, devising and bequeathing seller's interest in the subject real property to purchasers.

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

(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, deed of trust, 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, issued by SAFECO Title Insurance Company, 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:

- Printed general exceptions appearing in said policy form,
- Lien 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
- 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.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust or other obligation which seller is to pay, 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 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: Easements, restrictions and reservations of record.

Seller shall concurrently execute a Warranty Deed as provided hereinabove and place same in escrow with a party satisfactory to both parties hereto and this contract shall serve as escrow instructions to release said deed to purchasers on (1) February 10, 1995; or, seller's death; whichever shall first occur.

(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 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.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Donald R. Allen (SEAL)

Robert Dale (SEAL)

Jane Frances Dale (SEAL)

STATE OF WASHINGTON,  
County of Washington } ss.

On this day personally appeared before me Donald R. Allen, Notary Public, and Robert Dale and Jane Frances Dale, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as husband and wife for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 955 day of March, 1984

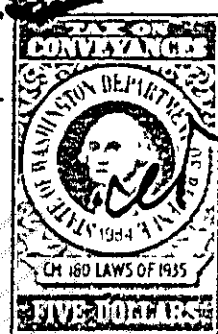
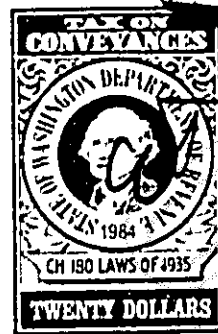
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

Myron L. Johnson  
Notary Public in and for the State of Washington  
residing at Port Orchard, WA

WHEN RECORDED, RETURN TO

MAR 19 1984

Amount Paid \$ 858.00  
By Ruth Wylie, Co. Treas.  
DMW Deputy



THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of



NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

JERRY MCINTURFF  
KAGIT CO. TREAS.

'84 MAR 19 P3:47

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

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