

4.00
REAL ESTATE CONTRACT

8505170040

THIS AGREEMENT, Made and entered into this 28 day of March, 19 85,
by and between MARY A. THORENE, a single woman
hereinafter called the Seller, residing in the City of Mount Vernon, State of Washington
and MARILYN R. GUNTHER, a married woman, as her separate property
hereinafter called the Purchaser, residing in the City of Seattle, State of Washington

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

That portion of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 34, North, Range 4 East W.M., described as follows:

Beginning at the Southwest corner of said subdivision; thence North 49.5 feet, more or less, to the North line of that certain tract of land as conveyed to Arthur H. Olson, et ux, by deed recorded in Volume 202 of Deeds, page 239, under Auditor's file No. 381825, records of said County; thence East to the East line of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4; thence South to the South line of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4; thence West to point of beginning EXCEPT County Road along the West line thereof. Commonly known as: 1488 South 18th Street, Mount Vernon, Washington situated in Skagit County, State of Washington, on the following terms: the

total purchase price is Twenty Thousand Dollars (\$20,000.00)
of which the sum of One Thousand Dollars (\$1,000.00)
has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Nineteen Thousand Dollars (\$ 19,000.00)
to be paid in the amounts and at the times stated as follows:

\$220.00 on May 1, 1985 and \$220.00 the 1st of each month thereafter until paid.

1206
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR 29 1985

Amount Paid \$ 214.00
Ruth Wylie, Co. Treas.

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 12 per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at anytime, or pay the contract in-full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 29 day of March, 19 85, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than Nineteen Hundred and no/100s Dollars (\$19,000.00);

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 18 per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

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Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

or at such other address as the Purchaser shall indicate to the Seller in writing.
In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.
The payments called for herein are to be made at 410 Manito Drive, Mount Vernon, Washington

It is further agreed that: Not to sell or assign this contract, or any interest in the premises hereinabove described without the written consent of the Seller first had and obtained, and Seller agrees that such consent will not be withheld except for reasonable cause.

Seller agrees property to be free of all encumbrances.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Marilyn R. Gunther Purchaser
Mary A. Thorene Seller

STATE OF WASHINGTON,

County of Skagit ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 28th day of March, 1985, personally appeared before me Mary A Thorene

and Marilyn R. Gunther to me known to be the individuals described as seller and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
(Notary Public in and for the State of Washington, residing at Mount Vernon)
ASSIGNMENT BY PURCHASER

The within named purchaser for and in consideration of the sum of _____ Dollars (\$ _____)

does assign and convey all right and title in and to the within contract and the property described therein unto _____

and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said purchaser. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this _____ day of _____, 19____

Assignee(s) _____ Assignor(s) _____

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of _____ Dollars (\$ _____)

hereby assigns all his right and title to the within contract to _____

and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.

Dated this _____ day of _____, 19____

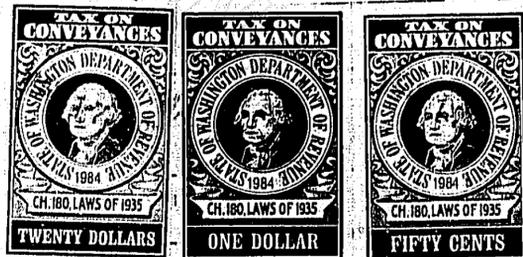
Assignee(s) _____ Assignor(s) Marilyn Gunther
7415 - 204th SW
Lynnwood Wa. 98036

(Deed from seller to)

STATE OF _____

County of _____

I, the und _____



_____, do hereby certify that on this _____ day of _____ before me _____

to me known to be the individual _____ described in and who executed the above assignment, and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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Notary Public in and for the State of Washington, residing at _____