5703310004

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this

March, 1987 17th day of

DOULGAS E. MARTIN, a single man

hereinafter called the "seller" and

JACK D. MARTIN and MARY TERESA BURR, both single

hereinafter called the "purchaser,"

persons, as Tenants In Common

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

Skagit

seller the following described real estate with the appurtenances, situate in

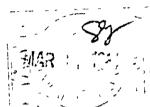
County,

Washington:

See EXHIBIT "A", attached hereto and made a part hereof by reference

Free of incumbrances, except. Easements, restrictions, reservations and covenants SKAGIT COUNTY WASHINGTON of record.









Real Estate Excise Tax PAID

MAR 00 198 Amount Paid \$ 3

Ruth Wylie, Co. Treas. CO Deputy

On the following terms and conditions: The purchase price is Thirty-One Thousand Five Hundred and No/100-----(\$ 31,500.00) dollars, of which Five Hundred and No/100-----(\$ 500.00 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Balance of Thirty-One Thousand and No/100 (\$31,000.00) dollars, payable at Two Hundred Seventy-Eight and 92/100 (\$278.92) dollars, or more at purchaser's option, on or before the 10th day of April, 1987 and a like amount, or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said pur-

chase price at the rate of nine (9%) per cent per annum from the 10th day of April, 1987, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Seller's residence or at such other place as the Seller shall direct in writing.

Purchaser agrees to keep property in open space, farm and agricultural use land classification for period necessary to hold the Seller harmless from any liability for changing real estate tax statu

Any merchantable timber needed to be removed from this or Seller's other property in order to construct a road on said easement shall inure to the benefit of the Purchaser but shall be first applied to the cost of building said road.

The purchaser may enter into possession immediately

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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deliver to the purchaser a Statutory Warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

NO TITLE INSURANCE REQUIRED.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made 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 of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written

(Seal)	July Sillation
(Seal)	Musy Colesa Cicili
(Seal)	Danka E Months
(Seal)	

STATE OF WASHINGTON,

County of

Skagit

On this day personally appeared before me DOUGLAS E. MARTIN, JACK D. MARTIN and MARY TERESA BURR

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

GIVEN under my hand and official seal this

Notary Public in and for the State of Washington Rockport

March,

residing at

Transamerica Title Insurance Co



Filed for Record at Request of

JOHN R. SULLIVAN, Attorney at Law

Address P.O. Box 383

City and State Concrete, WA 98237-0383

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EXHIBIT "A"

Real Estate Contract
Douglas E. Martin and
Jack D. Martin & Mary T. Burr
Dated: March 17, 1987

LEGAL DESCRIPTION

Government Lot 11 and the East 1/2 of Government Lots 12 and 13 in Section 29, Township 35 North, Range 10 East, W.M. TOGETHER WITH a permanent right of ingress and egress to said lots over property presently owned by Seller or adjacent property over which he has an easement right, and which right consists of the following non-exclusive easement for the use, maintenance, repair and reconstruction of a road together with necessary bridges, culverts, cuts, fills and other appurtenance and fully described as follows:

The West 60 feet of the Northeast 1/4 of the Northwest 1/4 of Section 33 lying North of the County (Martin Ranch) Road; in Section 28, the West 60 feet of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, and the South 40 feet of the West 60 feet of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the South and West 40 feet of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, and the South 40 feet of the West 40 feet of the Northwest 1/4 of the Southwest 1/4; in Section 29, the South 40 feet of the Northeast 1/4 of the Southeast 1/4 of the South 40 feet of Government Lot 4.

All situate in Skagit County, State of Washington.

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