BECUF Title Insurance				/
Title Insuranc				THIS SPACE PROVIDED FOR RECORDER'S USE
	e Company	9005	5160066	
				SK 40 CO MCINTURE TO SK 40 CO CO
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SLAND TIT			9	190 MAY 16, P3:41
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VHEN RECO	RDED RE	TURN TO		
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City, State, Zip				
A-9219EN			<u> </u>	
				LPB-4
		·		L PERSONS SIGNING THIS CONTRACT - R AGENT IS NOT A PART OF TH
			LESTATE CO	·
		(RESII	DENTIAL SHO	ORT FORM)
1. PARTIES	AND DA	TE. This Contract is	entered into on.	April 30th, 1990
etween <u>THF</u>	EODORE	L. HUDI, a s	ingle man c	on October 3, 1981, as his
separate	estate			as "Seller" a
		<del>-</del>		
BARTON HE	ETTERLE	and KATHRYN	HETTERLE,	husband and wife
				as "Buy
2. SALE ANI following descriptions:	D LEGAL ribed real	DESCRIPTION. Selectate in	ller agrees to sell t Skaqit	to Buyer and Buyer agrees to purchase from Seller  County, State of Washington
Lot 7 B	lock 3, in Vol	, HOLIDAY HID Lume 8 of Pla	EAWAY NO. ]	1, according to the plat there
				SKAGIT COUNTY WASH
				Real Estate Excise
				MAY 16 199
				Amount Paid S Skagit Co. Treasure By De
in the second				
3. PERSONA	AL PROP	ERTY. Personal prop	perty, if any, incl	uded in the sale is as follows:
NONE.				
	nurchase	nrice is attributed to	nersonal proper	rtv.
No part of the			ıy:	
_	PRICE.	Dayer agrees to pa	\~ ^ ^	
_	PRICE.	\$ 7,400	0.00	Total Price ) Down Payment
_	PRICE. Less Less	(\$ 7,400 (\$ 3,700 (\$ -0-	0.00	) Down Payment) Assumed Obligation (s)
	PRICE.  Less Less Results	(\$ 7,400 (\$ 3,700 (\$ -0- in \$ 3,700	0.00	) Down Payment) Assumed Obligation (s) Amount Financed by Seller.
_	Less Less Results ASSUM and agree	(\$ 7,400 (\$ 3,700 (\$ -0- in \$ 3,700	0.00 0.00 0.00 S. Buyer agrees to	) Down Payment) Assumed Obligation (s) Amount Financed by Seller. o pay the above Assumed Obligation(s) by assumed Deligation (s) by assumed Deligation (s)
4. (a)	PRICE.  Less Less Results ASSUM	(\$ 7,400 (\$ 3,700 (\$ -0- in \$ 3,700 IED OBLIGATION	0.00 0.00 S. Buyer agrees to ain	) Down Payment) Assumed Obligation (s) Amount Financed by Seller. o pay the above Assumed Obligation(s) by assumed Triust, Contract) let Warrants the unpaid balance of said obligation
4. (a)	Less Less Results ASSUM and agre AF#	(\$ 7,400 (\$ 3,700 (\$ -0- in \$ 3,700 IED OBLIGATIONS eeing to pay that cert	0.00 0.00 S. Buyer agrees to ain	Down Payment  Assumed Obligation (s)  Amount Financed by Seller.  pay the above Assumed Obligation(s) by assumed of the selection of the selec
4. (a)	PRICE.  Less Less Results ASSUM and agre AF#  S===== the ====	(\$ 3,700 (\$ 3,700 (\$ 3,700 in \$ 3,700 IED OBLIGATIONS eeing to pay that cert	0.00 0.00 0.00 0.00 S. Buyer agrees to ain	Down Payment  Assumed Obligation (s)  Amount Financed by Seller.  pay the above Assumed Obligation(s) by assumed of the self-contract o
4. (a) (b)	PRICE.  Less Less Results ASSUM and agre AF# S the	(\$ 3,700 (\$ 3,700 (\$ 3,700 IED OBLIGATIONS eeing to pay that cert eeing to pay that cert and the day of each and ill in the date in the	o.00 o.00 o.00 o.00 o.00 o.00 o.00 o.00	Down Payment  Assumed Obligation (s)  Amount Financed by Seller.  pay the above Assumed Obligation(s) by assumed of the selection of the selec

SEE PARAGRAPH 7 HEREIN REGARDING ASSUMED WATER ASSESSEMENTS AND COSTS.

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Stock No. WAL-0524-1/8U (7-88)

PAYMENT OF AMOUNT FINANCED BY SELLER. (c) Buyer agrees to pay the sum of \$ 3,700.00-----\$ 3,700.00 or more at buyer's option on or before the 31st day of January ARCHHINA RAIRING MIGHER BARCHHRA RWAMH RIMONA RIKOLARIA INGKXXXXXX ARAGICACH ANGGARAGA 

Note: Fill in the date in the following two lines only if there is an early cash out date. FULL NOT LATER THAN January 31st 19 91.

Payments are applied first to interest and then to principal. Payments shall be made at 4116 124th Place NE, Marysville, WA 98270

or such other place as the Seller may hereafter indicate in writing.

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- FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within sisteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.
- 6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:

(Mortgage, Deed of Trust, Contract

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

- (b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.
- (c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.
- OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

SUBJECT TO easements, restrictions and reservations of record.

Buyer's agree to assume any liability and/or pay in full any and all outstanding water assessments and/or costs as levied by Guemes Island Water Company, Inc.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

- FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
- LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.
- NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.
- POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract,

  May 15th

  10 90 which was is later subject to any tenancies described in 11. whichever is later, subject to any tenancies described in May 15th Paragraph 7.

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- TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made. Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
- INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substanially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the resortation contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
- NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
- CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that 15. Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
- RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
- WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
- AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
- DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
  - (a) Suit for Installments. Sue for any delinquent periodic payment; or
- (b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's sees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.
- RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Selle 3005160066

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condition of this Contrac	DY FOR SELLER'S DEFAULT. If Sell ct, Buyer may, after 30 days' written no breaches designated in said notice are	er fails to observe or perform any term, covenant or otice to Seller, institute suit for damages or specific cured.
23. NON-WAIVER. F hereunder shall not be co	ailure of either party to insist upon s	trict performance of the other party's obligations nce thereafter of all of the other party's obligations
breach agrees to pay reas incurred by the other party proceedings arising out o such suit or proceedings. 25. NOTICES. Notices	sonable attorneys' fees and costs, incluy. The prevailing party in any suit instituf this Contract shall be entitled to receive shall be either personally served or sha	reach of this Contract, the party responsible for the iding costs of service of notices and title searches, ited arising out of this Contract and in any forfeiture we reasonable attorneys' fees and costs incurred in the sent certified mail, return receipt requested and
by regular first class mail	to Buyer at 1404 173rd NE,	Bellevue, WA 98008
		, and to Seller at
4116 124th Plac	ce NE, Marysville, WA 9	8270
or such other addresses as served or mailed. Notice	either party may specify in writing to to Seller shall also be sent to any insti	he other party. Notices shall be deemed given when tution receiving payments on the Contract.
26. TIME FOR PERF	ORMANCE. Time is of the essence in	n performance of any obligations pursuant to this
27. SUCCESSORS AN shall be binding on the h	DASSIGNS. Subject to any restriction eirs, successors and assigns of the Sell	s against assignment, the provisions of this Contract er and the Buyer.
may substitute for any pers Buyer owns free and clear specified in Paragraph 3 a	sonal property specified in Paragraph 3 of any encumbrances. Buyer hereby gra	SECURITY ON PERSONAL PROPERTY. Buyer herein other personal property of like nature which ints Seller a security interest in all personal property y and agrees to execute a financing statement under
SELLER	INITIALS:	BUYER
	<del></del>	
29. OPTIONAL PRO improvements on the punreasonably withheld. SELLER	VISION ALTERATIONS. Buyer property without the prior written INITIALS:	shall not make any substantial alteration to the consent of Seller, which consent will not be BUYER
(c) leases, (d) assigns, (e) co forfeiture or foreclosure or may at any time thereafte balance of the purchase pr any transfer or successive capital stock shall enable S transfer to a spouse or child inheritance will not enable	ontracts to convey, sell, lease or assign, (strustee or sheriff's sale of any of the Burre either raise the interest rate on the brice due and payable. If one or more of transfers in the nature of items (a) threeller to take the above action. A lease of dof Buyer, a transfer incident to a marrie Seller to take any action pursuant to the that the provisions of this paragraph	thout written consent of Seller, (a) conveys, (b) sells, of grants an option to buy the property, (g) permits a yer's interest in the property or this Contract, Seller alance of the purchase price or declare the entire the entities comprising the Buyer is a corporation, ough (g) above of 49% or more of the outstanding less than 3 years (including options for renewals), a age dissolution or condemnation, and a transfer by his Paragraph; provided the transferee other than a apply to any subsequent transaction involving the
SELLER	INITIALS:	BUYER
elects to make payments i because of such prepaymo	n excess of the minimum required pa	TIES ON PRIOR ENCUMBRANCES. If Buyer yments on the purchase price herein, and Seller, rior encumbrances, Buyer agrees to forthwith pay the purchase price.  BUYER
		·

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		es de la companya de	. 1
The payments during the current year shall Such "reserve" payments from Buyer shall	be \$ per _ not accrue interest. Seller shall pay when	due all real esta	te taxes a
insurance premiums, if any, and debit the arreserve account in April of each year to reflect reserve account balance to a minimum of \$	mounts so paid to the reserve account. Buy ct excess or deficit balances and changed c	yer and Seller sha	all adjust
SELLER	INITIALS:	BUYER	and the second s
		······	North
	<del></del>		
33. ADDENDA. Any addenda attached	•		
34. ENTIRE AGREEMENT. This Contra agreements and understandings, written or and Buyer.	act constitutes the entire agreement of the pa oral. This Contract may be amended only	arties and superce in writing execu	edes all pr ted by Sc
IN WITNESS WHEREOF the parties have	signed and sealed this Contract the day	and year first ab	ove writte
SELLER	O BUYI	$\mathbf{ER}_{n} \wedge \mathbf{I}$	
Theadow L. Tless	BUYI Ralen H	otters	
THEODORE L. HUDI	BARTON HETTERN	tterla.	
	KATHRYN HETTER	LE	<del>=</del>
	5 SECLIFITY Title Insurance Comp	UNION	_
STATE OF WASHINGTON,		m.y	
County of King ss.		. 4. b	
On this day personally appeared before	me Barton Hetterle and Ka	thryn Hett	erie
to me known to be the individual S describe		_	
acknowledged to me that they signed the purposes therein mentioned.		ntary act and dec	
acknowledged to me that they signed the purposes therein mentioned.	d the same as their free and volu	ntary act and dec	ed for
acknowledged to me that <u>they</u> signed the purposes therein mentioned.  Given under my had 11-30-0	the same as their free and volument of the same as the same	ntary act and dec	ed for
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acknowledged to me thatthey signed the purposes therein mentioned.  Given under my had	their free and volution and official seaf this day of the State of Washington, residing at	May April  Cuco	ed for
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Stock No. WAL-0524-5/SU (7-86)

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