

RETURN: JOHN WARD, ATTY  
P.O. BOX 208  
SEDRO WOOLLEY, WA. 98284

T-62864  
9006040050

LAND TITLE COMPANY OF SKAGIT COUNTY  
LAND TITLE COMPANY OF SKAGIT COUNTY

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2/10  
**REAL ESTATE CONTRACT**

THIS AGREEMENT Made and entered into this 29 day of May, 1990 between  
CHESTER JAMES and JUANITA JAMES, husband and wife,

party of the first part, hereinafter designated Seller, and DAVID W. LAVINE and GLORIA A. LAVINE,  
husband and wife,

party of the second part, hereinafter designated Buyer,

WITNESSETH: That Seller in consideration of the purchase price herein provided and the covenants and  
agreements herein contained, hereby agrees to sell unto the Buyer and Buyer hereby agrees to purchase from  
Seller, the following described real estate situated in Skagit County, State of Washington, to wit:

Lots 28 and 29, "Heart O' The Skagit River Tracts", as per plat recorded  
in Volume 9 of Plats, pages 1, 2 and 3, records of Skagit County,  
Washington.

TOGETHER WITH an undivided 2/36th interest in Lot 33, "Heart O' The Skagit  
River Tracts", as per plat recorded in Volume 9 of Plats, pages 1, 2 and  
3, records of Skagit County, Washington, SUBJECT TO exceptions,  
restrictions, protective covenants and easements as identified on the  
attached two page Exhibit "A".

The total agreed purchase price for the above described real estate is the sum of  
Nine Thousand and no/100 (\$9,000.00) Dollars, lawful money of the United States of  
America, of which buyers have this day paid to sellers the sum of Two Thousand and  
no/100 (\$2,000.00) Dollars down, including earnest money, receipt of which is  
hereby acknowledged. The balance of said purchase price, namely; Seven Thousand  
and no/100 (\$7,000.00) Dollars, together with interest thereon at the rate of 10%  
per annum shall be paid by buyers to sellers as follows:

Two Hundred and no/100 (\$200.00) Dollars, including accrued interest on the 30th day  
following the date of this contract, and Two Hundred and no/100 (\$200.00) Dollars,  
including accrued interest on the same date of each and every month thereafter until  
said principal and accruing interest are paid in full.

Buyers shall have the right to make larger or earlier payments than hereinabove pro-  
vided, or to pay said balance in full, at any time, without penalty. All payments  
shall be made by buyers to sellers, without notice or demand, time of payment being  
of the essence hereof, at 945 Prospect, Sedro Woolley, Washington 98284, or at such  
other place or depository as sellers may hereafter direct in writing.

Buyers are aware that said property is in a flood plain, and therefore permanent  
structures cannot be constructed thereon. Buyers accept the property "as is", and  
without a survey. Buyers further agree that no clear cutting of merchantable timber  
will be done on the premises until this contract is fully paid.

3325  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUN - 4 1990

Amount Paid \$ 115.00  
By: Skagit County Treasurer  
Deputy

LTC

REQUESTED  
21:2d 4-NIP 06.

JOHN H. WARD  
Attorney at Law  
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120 WOODWORTH STREET  
SEDRO-WOOLLEY, WASHINGTON 98284  
PHONE: (206) 855-1431

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The Buyer agrees that full inspection of said described premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made part of this contract.

The Buyer agrees that all improvements on the said premises and all hereafter placed thereon shall remain and shall not be removed until full payment of the purchase price, and the same shall at all times be kept in a proper state of repair at the expense of the Buyer.

last seven months of 1990 real estate

The Buyer agrees that he will pay the ..... taxes and all subsequent taxes and assessments against the said premises, together with any and all taxes which may be at any time levied or imposed against the Seller's interest in this contract or the payments to be made thereon. All of said taxes and assessments shall be paid before delinquency. Taxes include all levies and impositions of every kind made against said premises by every governmental agency and political subdivision.

The Buyer agrees that he will provide, maintain, and deliver promptly to Seller fire insurance in an amount not less than the balance owing hereunder, and such other insurance as Seller may require, satisfactory to and with loss payable to Seller, upon the buildings and improvements now situate or hereafter constructed upon said real property, and to deliver to Seller as issued, all insurance policies covering any of the said property.

If the Buyer fails to pay any sums required to be paid under the terms of this contract for taxes, insurance, repairs on the buildings, or any other purpose, the Seller shall have the option of making the payments without notice or demand upon the Buyer and all sums so paid shall constitute an indebtedness immediately due and owing by the Buyer to the Seller and shall bear interest at the rate of ten per cent per annum until paid, and Seller shall have the right to apply any payments made by Buyer on this contract to the repayment of the said indebtedness. All rights granted to the Seller under the provisions of this paragraph are in addition to any other rights granted to Seller under the provisions of this contract and shall not be construed as barring Seller's right of forfeiture for any breach of this agreement as hereinafter provided.

If the Buyer shall make all payments herein provided for and shall strictly comply with all of the terms and conditions herein contained, then the Seller will upon final payment being made and upon surrender of Buyer's copy of this contract, make, execute, and deliver to Buyer a warranty deed conveying the said premises to Buyer with ordinary covenants of warranty, excepting therefrom, however, any roads, ways or easements across said premises, all taxes and assessments hereinabove assumed by the Buyer, and all liens and encumbrances imposed or permitted to be imposed against the said premises by or through Buyer. ~~The Seller shall deliver to Buyer with the said deed a policy of title insurance in an amount equal to the said purchase price, subject only to the exceptions mentioned above, and a copy of the same to the Buyer. See below~~ See below

The Buyer agrees that he will at all times keep the said premises free from all liens and encumbrances and agrees that this contract shall not be assigned or assignable by Buyer without the written consent of the Seller having been first obtained.

The Buyer shall have possession of said premises unless he be in default in the payments or performance required by the terms of this contract, but title to the said premises shall remain vested in Seller until full payment of the said purchase price and full compliance with all of the terms of this agreement.

The Buyer agrees to pay the full purchase price herein agreed upon, irrespective of any loss, destruction of, or damage to the said premises, by fire or otherwise, and the same shall not give rise to any action for partial failure of consideration, nor give to Buyer any other right, remedy, or cause of action.

Time is of the essence of this agreement. If the Buyer shall fail to make any payment herein provided for promptly when due and payable, or shall fail to keep and perform any of the terms or agreements herein contained to be kept and performed by Buyer, or shall record this contract before payment of at least \$500.00 of said purchase price, then in any such case, the Seller shall have a right to declare a forfeiture of this contract, and upon such declaration of forfeiture all right, title, and interest hereby created or then existing in favor of Buyer under the terms of this contract shall utterly cease and determine and the premises aforesaid and all improvements made thereon by Buyer shall remain vested in the Seller free and clear of all right, title, interest, or other claim in Buyer and without right of reclamation or compensation for money paid or improvements made and all sums paid by Buyer under the terms hereof shall be retained by Seller as liquidated damages for breach of this agreement.

Notice of forfeiture or any other notice from the Seller to the Buyer shall be adequate, sufficient, and binding if given by mail, addressed to the Buyer at 24906-38th Avenue South, Kent, WA 98032

It is agreed that any extension of time of any payment or the acceptance of a part thereof, or the failure of the Seller to promptly enforce any other breach of this contract by the Buyer, shall not be construed as a waiver on the part of the Seller of the strict performance of the terms and conditions herein contained, and the Seller may, nevertheless, forfeit this contract as herein provided upon any other or subsequent breach thereof by Buyer or upon failure to make prompt payment according to the terms of any extension made.

That wherever the context hereof requires, the masculine gender, as herein used, shall include the feminine, and the singular number, as herein used, shall include the plural. This agreement shall be binding upon the parties hereto, and upon their respective executors, administrators and assigns.

Sellers are giving buyers a purchaser's policy of title insurance with this contract and no other or further title insurance will be required from sellers.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first hereinabove written.

Chester James  
Juanita James  
Sellers

David Lavine  
Georgia Lavine  
Buyers

STATE OF WASHINGTON } SS.  
County of Skagit

On this day personally appeared before me CHESTER JAMES and JUANITA JAMES

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

Given under my hand and official seal this 29 day of May, 19 90.

Carol Mayer  
Notary Public in and for the State of Washington, residing at Sedro-Woolley

STATE OF WASHINGTON } SS.  
County of Skagit

On this day of , 19 before me personally appeared

and to me known to be the President and Secretary, respectively, of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

Notary Public in and for the State of Washington, residing at Sedro-Woolley

A. Restrictions contained in said Plat as follows:

1. Plator shall bear the cost of such flood control improvement as he desires as long as he retains possessory right. After possessory rights pass to the individual lot purchasers, they shall be responsible.
2. Plator shall provide to Skagit County a forty foot easement beginning on the West side of the Lyman Ferry Road and extending Northwesterly along the remainder of the river front of the plat easement granted to County for purpose of fire control only. No permanent structures in easement.

The cost of constructing and maintaining all roads not herein dedicated as County roads and all access roads to the Plat, unless the same are dedicated as County roads, shall be the obligation of all of the owners of the Lots in the Plat and/or of any additional plats that may be served by said roads, streets, and/or alleys and that the obligation to maintain shall be concurrently the obligation of any corporation in whom title of said roads, street, and/or alleys be held in the event that the owners of any of these lots or the corporate or private owners of any of the roads, streets and/or alleys of this plat or any additional plats served by these roads, streets, and/or alleys shall petition the Board of County Commissioners to include these roads, streets, and/or alleys in the road system, said petitioner shall be obligated to bring the same to the County road standards in all respects prior to acceptance by the County.

B. Reservation as shown on the face of the plat, reserving unto the Grantor the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course in the original reasonable grading of the roads and ways shown hereon.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or to hamper proper road drainage, and enclosure of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

C. Restrictions imposed by instrument recorded on August 15, 1966 under Auditor's File No. 638890, as follows:

1. Any home constructed on any of said tracts shall be constructed on an elevation above the 14-year flood frequency line as shown on said plat.
2. No trees shall be felled or damaged on said platted property which are South of the North line of the easement granted to Skagit County for flood control access which lays along the Southerly side of the platted property.
3. No depressions or cuts shall be made in the bank leading from the lots to the Skagit River.

D. Any question that may arise due to shifting and changing in course of Skagit River.

NOTE: The face of the Plat discloses the following as to Tract 33:

"Community recreation area for Heart O' The Skagit Plat owners only:"

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EXHIBIT "A"

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