



REAL ESTATE CONTRACT

9007130104

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUL 13 1990

THIS CONTRACT, made and entered into this 14TH day of June, 1990
between DONNA M. ROBINS, a single woman on July 30, 1984 and at all
times to the date thereof,
hereinafter called the "seller," and RUTH K. BURCH, a single woman

Amount Paid \$ 262.14
By: X Skagit County Treasurer
Deputy

hereinafter called the "purchaser,"

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:

An undivided one-half interest in the following described real property to with:

Legal description set forth in Exhibit "1" attached hereto and by this reference incorporated herein.

RECORDED
REQUEST OF
JUL 13 1990
JERRY MCINTURE
SKAGIT COUNTY AUDITOR

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND FIVE HUNDRED AND ----- NO/100THS (\$20,500.00) Dollars, of which TWO THOUSAND AND ----- NO/100THS (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

\$6,676.00 payable at the rate of \$187.50 or more per month including interest at the rate of 9 percent per annum. If any payment is not made within 15 days of its due date, purchaser agrees to pay 5 percent late charge.

\$11,824.00 payable at the rate of \$187.50 or more per month by purchaser assuming one half of the existing balance owed by Seller to Sauk River Sites.

Subject To Contract of Sale between Sauk River Sites Limited Partnership and Simpson Properties, Inc., under recording No. 8312290003.

The entire balance due hereunder shall be paid in full on or before July 30, 1994.

All payments to be made hereunder shall be made at ROBBEN & BLAUERT, 333 Taylor Ave N., Seattle, WA 98109 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 1, 1990.

- (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:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens 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
 - c. 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 a defect 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 fulfilling 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:

(Same as 1st Contract)

(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.

Donna M. Robins (SEAL)
DONNA M. ROBINS, a single woman

Ruth K. Burch (SEAL)
RUTH K. BURCH, a single woman

STATE OF WASHINGTON,
County of KING ss.

On this day personally appeared before me DONNA M. ROBINS and RUTH K. BURCH to me known as individuals, described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and seal of office this 4 day of June, 1990.



Paul F. Blauert
Notary Public in and for the State of Washington
residing at Seattle
My commission expires: 12-26-91

WHEN RECORDED, RETURN TO

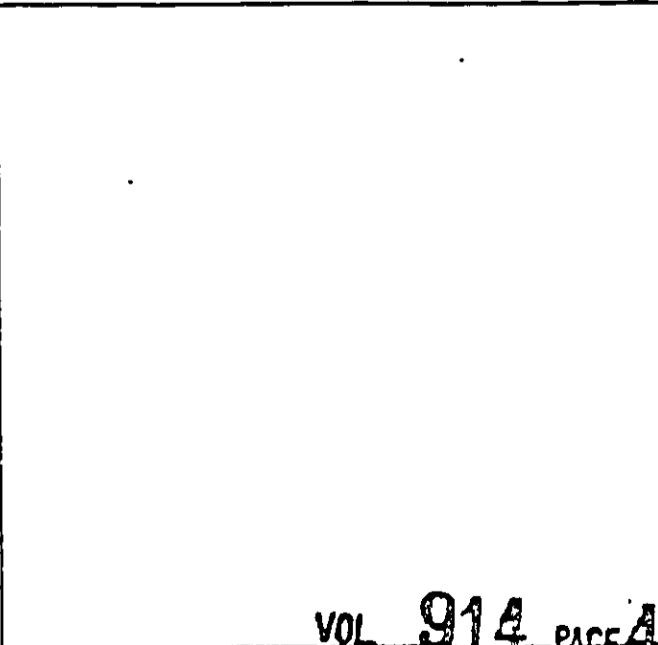
PAUL F. BLAUERT
Attorney at Law
333 Taylor Avenue N.
Seattle, WA 98109

THIS SPACE RESERVED FOR RECORDER'S USE

SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME ROBBEN & BLAUERT
ATTORNEYS AT LAW
ADDRESS 333 Taylor Avenue N.
Seattle, Washington 98109
CITY AND STATE 682-7211



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Exhibit "A"

LEGAL DESCRIPTION FOR:

Lot Number 15

That portion of Sections 1 and 2, Township 34 North, Range 9 East, W.M., being more particularly described as follows:

Commencing at the West quarter corner of said Section 1 as shown on surveys recorded in Book 3 of surveys, at pages 99 and 126, records of Skagit County; thence South $0^{\circ}39'42''$ West along the West line of said Section 1 a distance of 450.32 feet; thence North $76^{\circ}05'00''$ West, 120.90 feet to the TRUE POINT OF BEGINNING; thence South $76^{\circ}05'00''$ East, 385.00 feet; thence North $70^{\circ}46'12''$ East, 1740.27 feet to the intersection with the Westerly margin of the County road known as East Sauk Road; thence South $12^{\circ}34'11''$ East along said Westerly margin 25.00 feet to the intersection with the centerline of the old Sauk River channel; thence South $50^{\circ}53'23''$ West along said centerline 260.31 feet; thence South $51^{\circ}48'10''$ West along said centerline 268.98 feet; thence South $41^{\circ}42'46''$ West along said centerline 218.64 feet; thence South $51^{\circ}35'36''$ West along said centerline 290.55 feet; thence South $66^{\circ}02'59''$ West along said centerline 447.72 feet; thence South $65^{\circ}04'39''$ West along said centerline 198.47 feet; thence North $61^{\circ}22'22''$ West 216.99 feet to the intersection with the meander line on the Northerly bank of the old Sauk River channel; thence South $72^{\circ}49'22''$ West along said meander line 196.33 feet; thence South $69^{\circ}51'18''$ West along said meander line 157.45 feet to a meander corner, said meander corner bears South $0^{\circ}39'42''$ West 516.93 feet from the TRUE POINT OF BEGINNING, said meander corner is an existing concrete monument as shown on said above-recorded surveys; thence North $47^{\circ}49'11''$ West, 864.83 feet; thence North $77^{\circ}00'00''$ West, 320 feet, more or less, to the intersection with the line of ordinary high water on the Easterly bank of the Sauk River; thence in a Northwesterly direction along said line of ordinary high water 390 feet, more or less, to a point which bears North $60^{\circ}20'56''$ West from the TRUE POINT OF BEGINNING; thence South $60^{\circ}20'56''$ East, 1109 feet, more or less, to the TRUE POINT OF BEGINNING.

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