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9209250099 REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 9th day of August, 1992,  
by and between Laura Summit  
hereinafter called the Seller, residing in the City of Burlington, State of Washington,  
and Jim Cleland and Helen Whitney,  
hereinafter called the Purchaser, residing in the City of Ma Verna, 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:

1618 Penn Rd, Skagit County, Washington; see  
attached for legal description.

4531  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

SEP 25 1992

Amount Paid \$ 1,193.40  
By: KL Skagit County Treasurer Deputy

SEP 25 1992  
situated in Skagit County, State of Washington, on the following terms: the  
total purchase price is Seventy - Two Thousand Dollars (\$ 72,000 )  
of which the sum of Five Thousand Dollars (\$ 5,000 )  
has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the  
balance of Seventy - Two Thousand Dollars (\$ 72,000 )  
to be paid in the amounts and at the times stated as follows:

Monthly payments of \$ 647.50 ~~or more per month~~, commencing  
October 1, 1992 and each month thereafter. Payments made after  
the 7th day of the month are subject to a late fee of 5%  
of the monthly payment, the late fee to be paid within 10 days.  
No pre-payment without sellers approval. KL

with interest on all deferred payments, to be computed from the date of this agreement at the rate of  
9 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 15th day of September,  
1992, 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  
Seventy - Two Thousand Dollars (\$ 72,000 ).

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 assess-  
ments 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 12 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, improve-  
ments 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.~~ KL

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.

Laura Ella Summit  
Bat 138  
Burlington, wa  
98223

9209250099

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 and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, 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 or Seller's agent or attorneys in writing or which is known to the one giving notice.

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 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 such address as seller may designate

It is further agreed that:

~~This contract will have no prepayment penalty and is assumable.~~ *Q. H.*

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

*Jim Cleland*  
Purchaser  
*Helen Ruth Whitney*

*Laura Ella Summit*  
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 16<sup>th</sup> day of September, 1992, personally appeared before me Laura Ella Summit

to me known to be the individual described as seller and who executed the within instrument, and acknowledged that she signed the same as her 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.

(If seller is a corporation, attach corporate acknowledgment)

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

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)

(Deed from seller to assignee must be given with this assignment)

STATE OF WASHINGTON,

County of Skagit

ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 9<sup>th</sup> day of Aug, 1992, personally appeared before me Jim Cleland and Helen Whitney

to me known the be the individual described in and who executed the above ~~assignment~~ <sup>Contract</sup>, 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.

9209250099

*Rita Wetzler*

Notary Public in and for the State of Washington, residing at Burlington WA 98233  
my commission expires 7-9-96

BK 1119PG0072

"Parcel A"

The west 1/2 of the following described tract:

That portion of the S 1/2 of the NE 1/4 of the NW 1/4 of Section 25, Township 34, Range 3, E.W.M., described as follows:

Beginning at a point on the west line of the County Road that is 190 feet south of the North line of the S 1/2 of the NE 1/4 of Section 25, Township 34 North, Range 3, E.W.M.; thence Southerly along said West line of said County Road to a point that is 285 feet South of the said North line of the S 1/2 of the NE 1/4 of the NW 1/4 of Section 25, Township 34 North, Range 3, East W.M.; thence West 300 feet; thence Northeasterly to a point in a line that is parallel to and 190 feet south of the North line of the said S 1/2 of the NE 1/4 of the NW 1/4 of Section 25, Township 34 North, Range 3, East of the Willamette Meridian, and 300 feet West of the point of beginning; thence East to the point of beginning.

"Parcel B"

The east 1/2 of the following described tract:

That portion of the S 1/2 of the NE 1/4 of the NW 1/4 of Section 25, Township 34, Range 3, E.W.M., described as follows:

Beginning at a point on the west line of the County Road that is 190 feet south of the North line of the S 1/2 of the NE 1/4 of Section 25, Township 34 North, Range 3, E.W.M.; thence Southerly along said west line of said County Road to a point that is 285 feet South of the said North line of the S 1/2 of the NE 1/4 of the NW 1/4 of Section 25, Township 34 North, Range 3, East W.M.; thence West 300 feet; thence Northeasterly to a point in a line that is parallel to and 190 feet south of the North line of the said S 1/2 of the NE 1/4 of the NW 1/4 of Section 25, Township 34 North, Range 3, East of the Willamette Meridian, and 300 feet West of the point of beginning; thence East to the point of beginning.

VOL 242 PAGE 79

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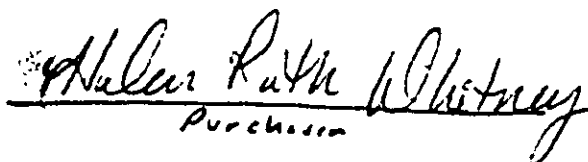
ADDENDUM TO EARNEST MONEY AGREEMENT  
DATED AUGUST 23, 1942, AND REAL ESTATE CONTRACT  
~~OF EVEN DATE~~ <sup>OR THE 20<sup>th</sup></sup> TO BE EXECUTED.

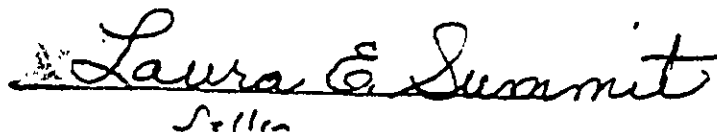
SELLER AND PURCHASERS AGREE THAT THE  
PURCHASE PRICE SHALL BE PAID AS FOLLOWS:

FIVE THOUSAND DOLLARS DOWN (\$5000) OF WHICH  
THE FIVE HUNDRED DOLLARS (\$500) PAID IS A  
PART, PAYABLE ON CLOSING. THE BALANCE OF  
\$73,000 SHALL BE PAID IN 240 EQUAL INSTALLMENTS,  
THE PRINCIPAL BEARING INTEREST AT 9% PER  
ANNUM. THE MONTHLY PAYMENT SHALL BE AS  
COMPUTED ON THE STANDARD AMORTIZATION OF THIS  
AMOUNT.

8/23/42

  
Purchaser

  
Purchaser

  
Seller

9239250039

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