

T-71367

REAL ESTATE CONTRACT

9306220071

THIS AGREEMENT Made and entered into this 11th day of June, 1993 between FLORINE Z. HANSON, a widow, as her separate property,

party of the first part, hereinafter designated Seller, and KURT S. SWEDELIUS and LISA K. SWEDELIUS, 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:

See legal description on attached Exhibit "A" by this reference made a part hereof.

SUBJECT TO easement in favor of City of Sedro Woolley to construct, maintain, operate and repair ditch and drainage system over and across a portion of said premises as described in document dated April 17, 1964, and recorded under Skagit Auditor's File No. 649379.

It is agreed the dwelling on said premises has been damaged by fire, and therefore, buyers agree they are buying said property "as is" with no warranties as to the conditions thereof, including as to availability of utilities. Buyers further agree they have made all inspections they require of the premises, including said dwelling.

It is agreed that said property is in a flood zone and has been flooded by the Skagit River, and therefore, buyers are agreeable to purchasing said premises subject to all applicable rules and regulations for such property.

Buyers agree that they will commence forthwith on the dwelling repairs, plans for which buyers have shown to seller, which repairs buyers agree to complete within one year, and that buyers will expend not less than \$15,500.00 on said repairs within said one year.

Buyers assume all liability for property damage and/or personal injuries during, or as a result of said repair work, and will obtain liability insurance as soon as available with an insurance company and in an amount agreeable to seller, and to deliver a copy thereof to seller, and a copy of all renewals thereafter during the life of this contract.

It is understood and agreed that the acreage on this premises is subject to an existing month to month lease to another party; therefore, the month's rent paid for the month when this sale closes will be prorated between the parties to the closing date, and that all rent thereafter paid by the tenant will be owned by buyers, and, after said closing, it is buyers' responsibility to negotiate any new or additional lease terms with said tenant.

The total agreed purchase price for the above described real estate is the sum of One Hundred Forty Five Thousand and no/100 (\$145,000.00) Dollars, lawful money of the United States of America, of which buyers have this day paid to seller the sum of Five Thousand and no/100 (\$5,000.00) Dollars, including earnest money, receipt of which is hereby acknowledged. The balance of said purchase price, namely; One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars, together with interest thereon at the rate of 8 1/2% per annum shall be paid by the buyers to the seller as follows:

2792
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUN 22 1993

Amount Paid \$
Skagit Co. Treasurer
By

2,211.50

9306220071

Return to:

JOHN H. WARD
Attorney At Law
P.O. Box 208
Sedro Woolley, WA 98284

RECORDED FILED
REQUEST OF

93 JUN 22 11:12

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

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One Thousand One Hundred and no/100 (\$1,100.00) Dollars, including said interest, on the 11th day of July, 1993, and One Thousand One Hundred and no/100 (\$1,100.00) Dollars, including said interest, on the 11th day of each and every month thereafter until June 11, 1998, when the full and entire contract balance then owing will be paid in full. Buyers have the right to make larger or earlier payments than hereinabove provided, or to pay said contract balance in full at any prior time, without a pre-payment penalty. All payments will be applied first to interest accrued to date of payment and the balance to the reduction to the principal indebtedness, and only the deferred balance will bear interest as aforesaid.

Buyers will make all payments, without notice or demand, time of payment being of the essence hereof, at the Sedro Woolley branch of Skagit State Bank, or any other bank or depository that seller may hereafter direct in writing.

It is agreed that seller has certain furniture and equipment on the premises and that she will have the right to leave such items there until 9-30-93, 1993, by which date she will have removed them; and buyers have the right to move such items to other locations on the premises so as not to interfere with buyers ongoing house repairs.

If either party is in default under the terms of this contract, the defaulting party hereby promises to pay all fees, costs and expenses resulting therefrom to the non-defaulting party, including reasonable attorney fees.

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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 half 1993 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. 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 2185 River Road, Sedro Woolley, WA 98284, (which address was formerly 2187 River Road).

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.

Seller is giving buyers a purchaser's policy of title insurance at closing issued by Land Title Co. of Skagit County, and no other or further title insurance is required from seller.

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

Florine Z. Hanson
Seller

Hubert Swedelin
Lisa K Swedelin
Buyers

STATE OF WASHINGTON } SS.
County of Skagit

On this day personally appeared before me **FLORINE Z. HANSON**

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 of _____, June, 19 93.



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

EXHIBIT "A"

PARCEL "A":

Blocks 112, 122, 123, 124, 125, 126, 127, 138, 139 and 140, "PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T.", as per plat recorded in Volume 1 of Plats, page 18, records of Skagit County, Washington.

TOGETHER WITH all vacated streets and alleys adjacent thereto as vacated by Order filed in Commissioners File No. 11,231".

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "B":

That portion of the following described tract lying Southerly of the centerline of that certain Ditch Easement conveyed to the City of Sedro-Woolley by instrument recorded under Auditor's File No. 649376;

The South 600 feet of the following described tract (as measured along the East line thereof, and by a line drawn parallel to the South line thereof):

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West line of the "PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T.", as per plat recorded in Volume 1 of Plats, page 18, records of Skagit County, Washington; thence West along the South line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 1,000.93 feet, more or less, to the Southeast corner of those premises conveyed to the City of Sedro-Woolley by deed dated April 20, 1964, and filed under Auditor's File No. 649381; thence North along the East line of said City of Sedro-Woolley premises 517 feet, more or less, to the South line of those premises to the City of Sedro-Woolley by deed dated March 12, 1956, filed July 2, 1956, under Auditor's File No. 538237; thence East along said South line 150 feet, more or less, to the Southeast corner of said premises conveyed by deed filed under Auditor's File No. 538237; thence North along the East line of said last mentioned City of Sedro-Woolley premises 450 feet to an angle point in said East line; thence continue North $19^{\circ}30'$ East along said East line 258 feet to the South line of Alexander Street as now established in the City of Sedro-Woolley; thence East along the South line of said Alexander Street and said South line produced to the West line of said Plat of the Town of Sedro, Skagit County, W.T.; thence South along said West line to the point of beginning, EXCEPT road, EXCEPT that portion conveyed to Skagit County by deed recorded March 27, 1977, under Auditor's File No. 853514.

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