



FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name JOHN R. SULLIVAN, Attorney

Address P.O. Box 383

City, State, Zip Concrete, WA 98237-0383

THIS SPACE PROVIDED FOR RECORDS USE
JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

93 SEP -2 10:56

RECORDED _____ FILED _____
REQUEST OF _____

9309020028

ISLAND TITLE COMPANY
SB-4694

LPB-44

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS
CONTRACT.

**REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

1. PARTIES AND DATE. This Contract is entered into on August 31, 1993

between CHARLES R. NEUMANN and JANICE M. NEUMANN, Husband and Wife

DAVID L. GRUBER and BEVERLY A. GRUBER, Husband and Wife

as "Seller" and

as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the
following described real estate in Skagit County, State of Washington:

Lot 191, CEDARGROVE ON THE SKAGIT, according to the plat thereof
recorded in Volume 9 of Plats, pages 48 through 51, records of
Skagit County, Washington.

Situated in Skagit County, Washington.

SKAGIT COUNTY WASHINGTON
Real Estate Auditor

SEP - 2 1993

Amount Paid to
Skagit Co. Treasurer
By

4076
336.60

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: NONE

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:

\$	<u>22,000.00</u>	Total Price
Less (\$	<u>5,000.00</u>) Down Payment
Less (\$	<u>-0-</u>) Assumed Obligation (s)
Results in \$	<u>17,000.00</u>	Amount Financed by Seller.

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming
and agreeing to pay that certain ----- dated ----- recorded as
AF# ----- Seller warrants the unpaid balance of said obligation is
\$ ----- which is payable \$ ----- on or before
the ----- day of -----, 19 ----- interest at the rate of
----- % per annum on the declining balance thereof; and a like amount on or before the
----- day of each and every ----- thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
FULL NOT LATER THAN -----, 19 -----.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c)

PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ 17,000.00 as follows:
\$ 225.00 or more at buyer's option on or before the 1st day of October
1993 ^(including/prps) interest from 8/31/93 at the rate of 10 % per annum on the
declining balance thereof; and a like amount or more on or before the _____ day of each and every
month ^(month/year) thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
FULL NOT LATER THAN _____ 19__.

Payments are applied first to interest and then to principal. Payments shall be made
at State Bank of Concrete, P.O. Box 426, Concrete, WA 98237

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

5. **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 fifteen (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:

That certain Contract dated April 14, 1993 recorded as AF # 9204200031
(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.

7. **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:

Easements, restrictions, reservations, covenants, conditions and agreements of record,
INCLUDING dues, charges and assessments, if any, levied by Cedargrove Maintenance Company.

PURCHASER WILL ASSUME PUBLIC UTILITY DISTRICT #1 OF SKAGIT COUNTY LIEN ON PROPERTY
DISCLOSED BY INSTRUMENT RECORDED JULY 16, 1992, UNDER AUDITOR'S FILE NO. 9207160066,
RECORDS OF SKAGIT COUNTY, WASHINGTON, IN THE AMOUNT OF \$2,929.01 PLUS INTEREST AS
OF JULY 11, 1992.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. **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.

9. **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.

10. **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.

11. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract,
or _____, 19__, whichever is later, subject to any tenancies described in
Paragraph 7.

9309020028

22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at Post Office Box 714, Ellensburg, WA 98926

(Phone 509-962-2795)

and to Seller at 3954 South Skagit Highway, Sedro-Woolley, WA 98284 (Phone 206-826-4277)

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.

27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. **OPTIONAL PROVISION - - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

29. **OPTIONAL PROVISION - - ALTERATIONS.** Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

30. **OPTIONAL PROVISION - - DUE ON SALE.** If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

31. **OPTIONAL PROVISION - - PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____.
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

Charles R. Neumann
Janice M. Neumann

BUYER

David L. Gruber by Kenneth
C. Hunter his atty. in fact.
Beverly A. Gruber by Kenneth
C. Hunter, her atty. in fact.

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

On this day personally appeared before me
CHARLES R. NEUMANN and JANICE
M. NEUMANN
to me know to be the individual described in
and who executed the within and foregoing
instrument, and acknowledged that
they
signed the same as their
free and voluntary act and deed, for the uses
and purposes therein mentioned.

GIVEN under my hand and official seal

this
31st day of Aug. 1992

[Signature]
Notary Public in and for the State of
Washington, residing at Rockport

My Commission expires Oct 23, 1993

STATE OF WASHINGTON)

COUNTY OF _____)

ss.

On this _____ day of _____, 19____
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally
appeared _____
and _____
to me known to be the _____ President and _____ Secretary,
respectively, of _____
the corporation that executed the foregoing instrument, and
acknowledged the 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 _____ authorized to execute
the said instrument.

Witness my hand and official seal hereto affixed the day and year
first above written.

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

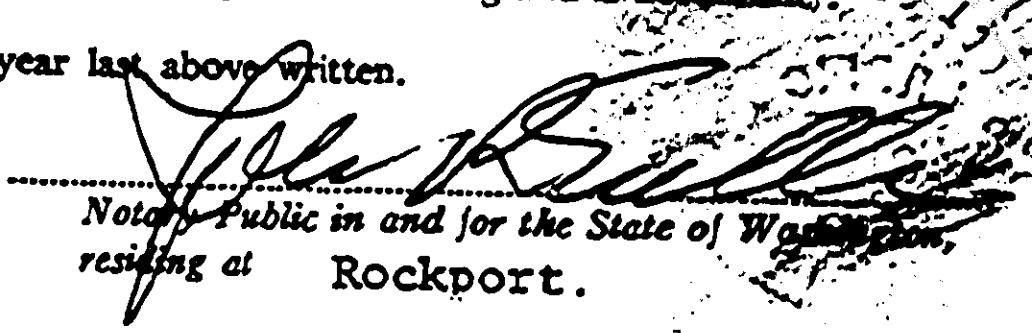
My Commission expires on _____

STATE OF WASHINGTON, }
County of Skagit } ss.

On this 31st day of August, 1993, before me personally appeared KENNETH C. HUNTER to me known to be the individual who executed the foregoing instrument as Attorney in Fact for DAVID L. GRUBER and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

ACKNOWLEDGMENT - ATTORNEY IN FACT
FIRST AMERICAN TITLE COMPANY
WA - 47

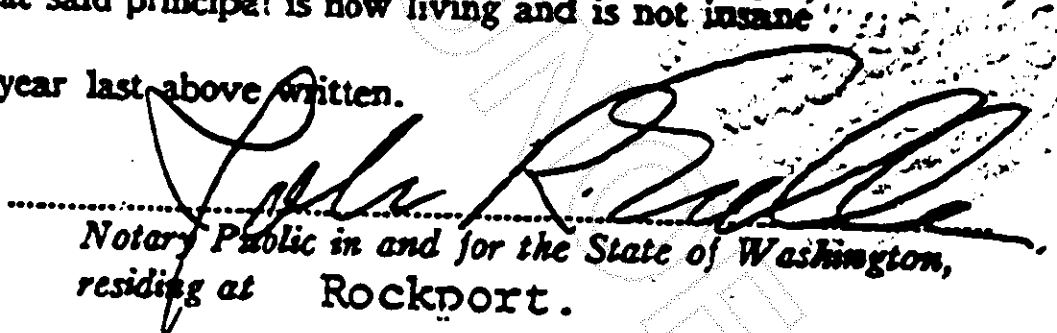

Notary Public in and for the State of Washington,
residing at Rockport.

STATE OF WASHINGTON, }
County of Skagit } ss.

On this 31st day of August, 1993, before me personally appeared KENNETH C. HUNTER to me known to be the individual who executed the foregoing instrument as Attorney in Fact for BEVERLY A. GRUBER and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

ACKNOWLEDGMENT - ATTORNEY IN FACT
FIRST AMERICAN TITLE COMPANY
WA - 47


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

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