

LAND TITLE COMPANY OF SKAGIT COUNTY

T-74653

9407050120

REAL ESTATE

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

94 JUL -5 P3:45

JUL 5 1994

RECORDED _____ FILED _____
CONTRACT

Amount Paid \$ 229.10
By: Skagit County Treasurer
Deputy

THIS AGREEMENT, made and entered into this 21st day of June, 1994, by and between FRANK DOBRO as his separate property, hereinafter called the SELLER, residing in the City of Seattle, State of Washington, and CHARLIE RIPPLE and MARINETTE RIPPLE, husband and wife, hereinafter called the PURCHASER, residing in the City of Seattle, 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:

LOT 9, BLOCK "B," "CAPE HORN ON THE SKAGIT" AS PER PLAT IN VOLUME 8 OF PLATS, PAGES 92 THROUGH 97 INCLUSIVE, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON;

situated in Skagit County, State of Washington, on the following terms: The total purchase price is Fifteen Thousand Dollars (\$15,000.00) of which the sum of Seven Thousand Dollars (\$7,000.00) has been paid by PURCHASER, the receipt whereof is hereby acknowledged by SELLER, and the balance of Eight Thousand Dollars (\$8,000.00) to be paid in the amounts and the times stated as follows:

TWENTY-FOUR (24) EQUAL MONTHLY INSTALLMENTS OF \$369.16 COMMENCING AUG. 10th, 1994, AND CONTINUING ON THE DAY OF EACH CONSECUTIVE MONTH THEREAFTER UNTIL PAID IN FULL. INTEREST AT 10% PER ANNUM HAS BEEN PREVIOUSLY COMPUTED INTO THE MONTHLY PAYMENT;

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BK 1349PG0319

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with interest on all deferred payment, to be computed from the date of this agreement at the rate of 10% 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 day of closing, 1994, providing that all terms and conditions of this agreement are fully complied with.

IT IS AGREED that the PURCHASER will pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

IT IS AGREED that the PURCHASER will keep and maintain insurance on the improvements on said premises. 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.

IT IS AGREED that in the event that the PURCHASER shall fail to make any payment herein provided, the SELLER may pay such taxes or assessments and effect such insurance, and any amount paid by the SELLER shall be deemed a part of the purchase price and

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shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of SELLER by reason of such failure.

IT IS AGREED by the PURCHASER that a full inspection of the premises has been made and neither the SELLER nor assigns shall be liable under any covenants respecting the condition of the premises, or for any agreement for alterations, improvements, or repairs, unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

IT IS AGREED that the SELLER will procure within ten (10) 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.

IT IS AGREED by the SELLER that upon full payment of the purchase price and interest in the manner hereinbefore specified, that SELLER will 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.

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IT IS AGREED that 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 notice to the PURCHASER, and at the expiration of thirty (30) days thereafter this agreement shall be at an end, and null and void, if in the meantime the terms of agreement have not been complied with by the PURCHASER. In such event and upon SELLER doing so, 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 reenter and take possession. Service of all demands and notices with such declaration or forfeiture and cancellation may be made by registered mail at the following address: 404 Northwest 110th Street, Seattle, Washington 98117, or at such other address as the PURCHASER shall indicate to the SELLER in writing.

IT IS AGREED 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 monies received by reason thereof shall be applied as a 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.

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IT IS AGREED that payments called for herein are to be made to SELLER at 3839 Northeast 89th Street, Seattle, Washington 98115, or at such other address as the SELLER shall indicate to the PURCHASER in writing.

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

Charlie Ripple
CHARLIE RIPPLE, PURCHASER

Frank Dobro
FRANK DOBRO, SELLER

Marinette Ripple 6/20/94
MARINETTE RIPPLE, PURCHASER

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

ON THIS DAY personally appeared before me FRANK DOBRO, known to me to be the individual described as SELLER, and who signed and executed the foregoing instrument, and the said party acknowledged that he voluntarily signed the same of his own free will and accord for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 21st day of June, 1994.

Patricia E. Simmons
PATRICIA E. SIMMONS, Notary Public
in and for the State of Washington
My commission expires March 19, 1998.

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

ON THIS DAY personally appeared before me CHARLIE RIPPLE and MARINETTE RIPPLE, known to me to be the individuals described as PURCHASER, and who signed and executed the foregoing instrument, and the said parties acknowledged that they voluntarily signed the same of their own free will and accord for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 21st day of June, 1994.

Patricia E. Simmons
PATRICIA E. SIMMONS, Notary Public
in and for the State of Washington
My commission expires March 19, 1998.

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