

When Recorded Return To:
P. MICHAEL LONG
1447 - 3rd Avenue
P. O. Box 336
Longview, WA 98632

KATHY HILL
SKAGIT COUNTY RECORDER

'98 NOV 17 A8:30

RECORDED _____ FILED _____
INDEXED _____

9811170016

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

1. **PARTIES AND DATE.** This Contract is entered into on Nov. 2, 1998, between WALTER E. PARTRIDGE and STEPHANIE L. PARTRIDGE, husband and wife, as "Seller" and ~~KRISTIE~~ ^{Kristeen} McMORAN, a single woman, 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, commonly known as 1018 N. Township, Sedro Woolley, and legally described as follows:

Abbreviated Legal: A portion of S1/2 of N1/2 of SE1/4 of NE1/4 of S13 TS35N R4E WM; and a portion of the S1/2 of the SE 1/4 of the NE1/4 of S13 TS35N R4E WM, and more particularly described on the attached Exhibit "A".

Tax Parcel No(s): 350413-0-016-0002 and 350413-0-016-0200

3. **PERSONAL PROPERTY.** No personal property is included with this sale.

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

	\$ 85,000.00	Total Price
Less	2,207.73	Down Payment
Less	-0-	Assumed Obligation(s)
Results in	\$ 82,792.27	Amount Financed by Seller

(b) **PAYMENT OF AMOUNT FINANCED BY SELLER.**

Buyer agrees to pay the sum of \$82,792.27 as follows:

9811170016

BK1899PG0104

\$496.38, or more at buyer's option on or before the 5th day of December, 1998, including, interest from date of execution of this Contract, at the rate of six (6%) percent per annum on the declining balance thereof; and a like amount or more on or before the 5th day of each and every month thereafter until paid in full.

Payments are applied first to interest and then to principal. Payments shall be made to Seller at 6577 Windfield, Parker CO 80134, or such other place as the Seller may hereafter indicate in writing.

5. 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: None, save reservations, restrictions and easements of record.
6. 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.
7. 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.
8. 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.
9. POSSESSION. Buyer is entitled to possession of the property on date of closing.
10. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract.

Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

11. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

12. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract. Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus and costs and attorney's fees incurred in connection with making such payment.

13. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

14. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve the Buyer from any of the Buyer's obligations pursuant to this Contract.

15. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without consent of Seller.

16. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture act on is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

17. **CONDEMNATION.** Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

18. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

- (a) **Suit for Installments.** Sue for any delinquent periodic payment; or
- (b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% or the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail address to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.
- (e) **Judicial Foreclosure.** Sue to foreclose this Contract as a mortgage, in which event Buyer may be liable for a deficiency.

19. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 18 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

20. **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.

21. **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.

22. **ATTORNEY'S FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service or 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 attorney's fees and costs incurred in such suit or proceedings.

23. **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 1018 N. Township, Sedro Woolley, WA 98284, and to Seller at 6577 Windfield, Parker, CO 80134, 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.

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

25. **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.

26. **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
_____		_____
_____		_____

27. OPTIONAL PROVISION -- DUE ON SALE. Buyer agrees not to resell the property for a period of not less than two years from date of hereof. 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 at any time after the two year period, 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/or 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 *WEP* INITIALS: BUYER *KM*
SSP 12/1 _____

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 supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

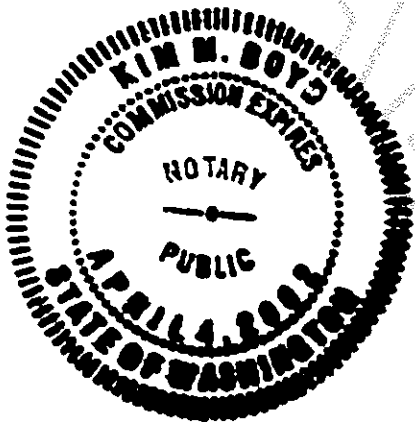
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER *Walter E. Partridge* BUYER *Kristie McMoran*
WALTER E. PARTRIDGE KRISTIE McMORAN
Stephanie L. Partridge Kristeen
STEPHANIE L. PARTRIDGE, By her
Attorney-in-Fact, WALTER E. PARTRIDGE

STATE OF WASHINGTON)
 : SS.
COUNTY OF SKAGIT)

On this day personally appeared before me ^{Kristeen}~~KRISTIE~~ McMORAN, to me known to be one of the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that the same was signed as a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of November, 1998.



Kim M. Boyd
NOTARY PUBLIC in and for the
State of Washington
Residing at Bellingham
My Appointment Expires 4-4-02
Kim M. Boyd
Printed Name of Notary

STATE OF WASHINGTON)
 : SS.
COUNTY OF COWLITZ)

On this day personally appeared before me WALTER E. PARTRIDGE, known to me to be one of the individuals described in and who executed the within and foregoing instrument and acknowledged to me that the same was signed as a voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of October, 1998.



Jerry Price
NOTARY PUBLIC in and for the
State of Washington
Residing at Longview
My Appointment Expires 1-30-2000
Jerry Price
Printed Name of Notary

STATE OF WASHINGTON)
 : ss.
COUNTY OF COWLITZ)

On this day personally appeared before me, WALTER E. PARTRIDGE, to me known to be the individual described in and who executed the within and foregoing instrument as Attorney in Fact for STEPHANIE L. PARTRIDGE, and acknowledged to me that he signed the same as his free and voluntary act and deed 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 the said principal is now living.

GIVEN under my hand and seal this 29th day of October, 1998.



Jerry Price
NOTARY PUBLIC in and for the State
of Washington, residing at Conyer
My Appointment Expires: 1-30-2000
Jerry Price
Printed Name of Notary

EXHIBIT "A"

PARCEL A:

That portion of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of the road running along the East line of said subdivision 200.00 feet South of the North line of said subdivision; thence West parallel with the South line of said subdivision to the West line of said subdivision; thence South along the West line of said subdivision to the South line of said subdivision; thence East along the South line of the North Half of the Southeast Quarter of the Northeast Quarter to the West line of said road; thence North along the West line of the road to the point of beginning;

EXCEPT the West 867.00 feet thereof.

PARCEL B:

A portion of the South Half of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of the said South Half of the Southeast Quarter of the Northeast Quarter; thence Westerly, a distance of 30.06 feet along the North line of the said South Half of the Southeast Quarter of the Northeast Quarter to the true point of beginning; thence continuing Westerly along the North line of the said South Half of the Southeast Quarter of the Northeast Quarter, a distance of 236.00 feet; thence South, a distance of 11.96 feet; thence Easterly, a distance of 236.00 feet; thence North, a distance of 15.50 feet to the true point of beginning.

All situated in Skagit County, Washington.

- END OF EXHIBIT "A" -

#26472
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

NOV 16 1998

Amount Paid \$1300⁵⁰
By: Skagit County Treasurer
Deputy

9811170016

EX1899PG0112