

Return to:
John E. Sloan
4630 47th Ave. N.W.
Gig Harbor, WA 98335



200003090001

Kathy Hill, Skagit County Auditor
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AGREEMENT FOR SALE OF REAL PROPERTY

Skagit County Tax Parcel 351216 0-002-005

On September 30, 1999, John D. O'Hern, a single man ("Purchaser"), and James F. O'Hern and Orville S. O'Hern, as Co-Executors of the Estate of Rosemary L. O'Hern ("Seller"), in consideration of the mutual promises contained herein, enter into the following "Agreement For Sale of Real Property":

- The Property.** This Agreement concerns real property described as **Lot 4, Section 16, Township 35 North, Range 12 East** in Skagit County Washington (the "Property").
- Purchase Price and Payment.** The total purchase price for the Property shall be **Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars**. The purchase price shall be paid as follows: Upon the execution hereof, the sum of Five Thousand and No/100 (\$5,000.00) Dollars (which is a distribution to Purchaser from the Estate of Rosemary L. O'Hern). After a credit of Two Thousand Five Hundred and No/100 (\$2,500.00) representing Purchaser's existing undivided Twenty 20% per-cent interest in the Property, this leaves a balance due of Five Thousand and No/100 (\$5,000.00) Dollars. The balance shall be paid either from the "balloon" payment due the Seller on or before April 15, 2003 (20% of which will be paid by Seller to Purchaser, less the balance due herein) from Scott Sienkiewich and Penny Sienkiewich, husband and wife, **or** from the initial proceeds received by Seller (20% of which will be paid by Seller to Purchaser, less the balance due herein) on the sale of Lots A and B of Survey recorded February 15, 1980, in Book 3 of Surveys, page 11, under Auditor's File No. 8002150001, records of Skagit County, Washington. (It is recognized that if the initial proceeds on the sale of Lots A and B are insufficient to pay the balance due herein, the remaining balance will be paid from the Sienkiewich obligation.) The balance herein remaining unpaid shall bear interest at the rate of 8½% per annum from September 1, 1999.
- Condition of Title.** Title to the Property is to be free of all encumbrances or defects. Existing reservations, existing easements not inconsistent with Purchaser's intended use,

building or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

4. Title Insurance. Seller shall not furnish Purchaser a policy of title insurance.
5. Prorations and Costs of Closing. Real estate taxes payable in 1999 shall be prorated as of September 1, 1999.
6. Warranties. Purchaser has had full and complete access to the Property prior to executing this Agreement. Purchaser is fully and completely informed of the condition of the Property. With full knowledge of the Property, Purchaser is purchasing the Property in its "as is" condition. Seller makes no express or implied warranties with respect to the Property.
7. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the Property. There are no other representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
8. Fulfillment Deed. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Special Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.

SELLER:

Estate of Rosemary L. O'Hern

James O'Hern
James O'Hern, Co-Executor

Orville S. O'Hern
Orville S. O'Hern, Co-Executor

16702 95th Avenue Court East
Puyallup, Washington 98375-9670

APPROVED:

Michael P. O'Hern
Michael P. O'Hern
Rosemary L. Pinneo
Rosemary L. Pinneo

PURCHASER:

John D. O'Hern
John D. O'Hern
120 State Ave. NE
Olympia, Washington 98501

34210
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 8 2000

Amount Paid \$ 0
By LP Skagit Co. Treasurer Deputy



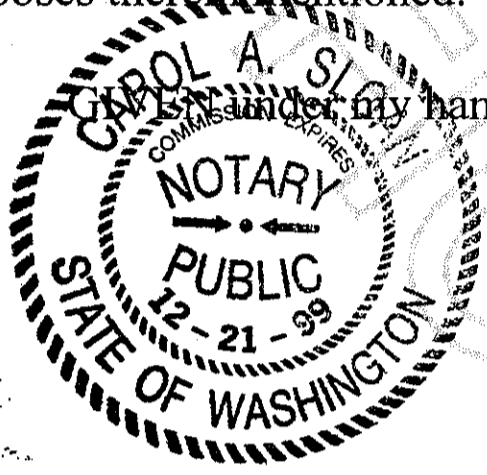
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STATE OF WASHINGTON)

)SS.

County of Pierce)

On this day appeared before me, James F. O'Hern and Orville S. O'Hern, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Under my hand and official seal this 30th day of September, 1999.

A handwritten signature in cursive script, appearing to read "Carol A. Sloan".

CAROL A. SLOAN

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

My Appointment expires: December 21, 1999.



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