



200005120070
Kathy Hill, Skagit County Auditor
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Kathy Hill, Skagit County Auditor
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RETURN TO:

DOCUMENT TITLE(S) (or transactions contained herein):

Real Estate Contract

Re Record to correct legal Desc.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[] ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Ella Allen

- 2.
- 3.
- 4.

34853
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
APR 18 2000
Amount Paid \$ 1080.95
By Skagit Co. Treasurer
Deputy

35281
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 12 2000

Amount Paid \$
By Skagit Co. Treasurer
Deputy

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Carol A. DeChenne

- 2.
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

~~West to Woolley W 18.6 ft of 15 and 10.6 ft. of 16 blk 12~~

~~Commonly known as 210 West Woodworth Street, Sedro-Woolley WA.~~

The west 18.5 feet of lot 15 and the east 19.5 feet of lot 16 in block 12 of WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, Washington, as per plat recorded in volume two of plats, page 99, records of skagit County.

[] ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 4176-012-016-0007
P77421

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

Real Estate Contract

This contract made and entered into this *fifteenth* day of *April* 2000 between Jerry Allen and Ella Allen, husband and wife, hereinafter called the seller, and Carol A DeChenne, hereinafter called the purchaser witnesseth that the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate with the appurtenances in skagit county, Washington state.

Description see exhibit A *see [Signature]*
~~West to Woolley W 18.6 ft of 15 and 10.6ft of 16bl K12 Commonly known as 210 West Woodworth street, Sedro-Woolley, Wa.~~

The terms and conditions of this contract are as follows. The purchase price is Seventy thousand six hundred and fifty dollars, (\$70,650.00) to be paid as follows. One thousand or more at the purchasers option starting on the 10th day of *April* 2000 and one thousand dollars on the tenth of each succeeding calender month until the balance of said purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 5% per annum from the 10th of 2000 which interest shall be deducted from each payment and the balance of each payment applied in reduction of principle. All payments shall be made to the sellers address in person or by mail or at another place as the seller may dirict in writing.

As refered to in this contract the date of closing shall be *April* 10th, 2000.

The seller agrees to pay before delinquency all taxes and assessments owed prior to the time of closing that as between the grantor and grantee may become a lein on said real estate and further agrees to hold the property harmless of any financial encumbrance other than this contract. The purchaser agrees until the purchase price is paid in full to keep the buildings now and hereinafter placed on said realestate insured to the amount owed seller against loss or damage against fire and windstorm with a company acceptable to the seller, and to pay all premiums thereof and to deliver all policies and renewals therof to the seller.

The purchaser agrees that full ihnspection of said realestate has been made and that neither the seller nor his assignes shall be held to any covenant respecting the condition of any improvements theron nor shall the purchaser or seller or assigns of either be held to any covenant or aggreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made part of this contract.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said realestate hereinafter placed thereon, and of the taking of said realestate or any part thereof for public use and agrees that no such damage, destruction, or taking shall constitute a failure of consideration.



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In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expences of procuring the same shall be paid to the seller and applied as payment on the purchaseprice herein unless the seller elects to allow the purchaser tom apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction or peril insured against, the proceeds of such insurance remaining after payment of reasonable expence of procuring the same shall be devoted to the restoration of rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application to the purchase price herein.

Seller agrees to deliver to the purchaser a policy of title insurance in the amount of the purchase price at the time that the purchaser elects to pay for the cost of the premium of said title insurance. Furthermore, the seller agrees to pay for the cost of clearing the title and hold the purchaser harmless of any leinsor encumberances which would cause a defect in the title of the property.

The seller agrees upon receiving full payment of the purchase price and interest in the manner above specified to execute and deliver a warrantee deed to the purchaser of said real estate exepting any part thereof hereafter taken for public use , free from any encumbrance exept any that may be attached after closing through any person other than the seller.

Unless a different date is provided for herein the purchaser shall be entitled to possession of said real estate on the date of closing and to retain possession so long as the purchaser is not in default hereunder. The purchaser covnants to keep the buildings in good repair, not permit waste or the use of the buildings for illegal purposes . The purchaser covants to pay all service, installation, or construction charges for water, sewer, electricity, garbage, or other utility services furnished to the said property after the date purchaser is entitled to the possession of the property.

In case the purchaser fails to make payments provided for herein for insurance the seller may make such payments and recover payments from the purchaser with interest of 10% per annum.

In the case that the purchaser is delinquent in payments a 10% per annum will be collected by the seller on the amount delinquent , and in the case that a 90 arearrage occurs the seller will have the right to recover the property and the purchaser will forfeit her interest and deliver to the seller the possession of said real estate.



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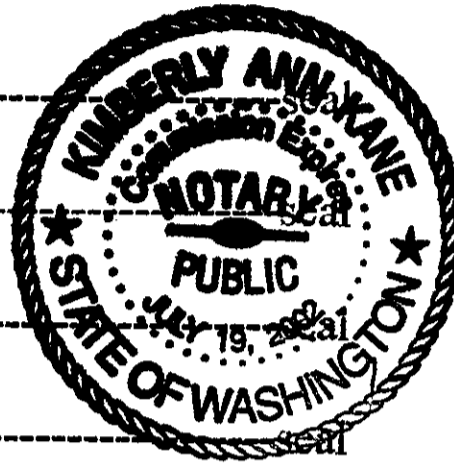
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It is declared by the sellers that as an assignto their interest of the seller Heather P. Olson has been chosen to receive payments and act as power of attorney in the case of death to the sellers.

In witness Whereof, the parties hereto have executed this instrument as of the date written above

[Handwritten signatures: Jerry Allen, Ella Allen, Carol A. DeChenne]



Washington state, Skagit County

On this day personally appeared before me Jerry Allen and Ella Allen as seller and Carol A. DeChenne aspurchaser and known to be individuals described in and who executed the within and forgoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand this 15th day of April 2000

Kimberly Ann Kane

KIMBERLY ANN KANE

the state of washington. residing at

*222 Ferry St.
Sedro Woolley, Wa*

Notary Public in *the State
of Washington
Skagit County*



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Exhibit A

This addendum to the real estate contract between Ella Allen and Carol DeChenne entered into on April 15th 2000, hereunto supercedes the property description appearing therein and becomes the description to be used thereto in the pertaining matter. The property description is as follows.

The west 18.5 feet of lot 15 and the east 19.5 feet of lot 16 in block 12 of WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY WASHINGTON as per plat recorded in volume two of plats, page 99, records of Skagit County.

Ella Allen

Carol DeChenne

CD

