

Return Address:

Kelly Wynn
14311 Calhoun Road
Mount Vernon, WA 98273



200105180189
, Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

P94322-E

DOCUMENT TITLE(S) (for transactions contained therein): 1. Real Estate Contract 2. 3. 4.
Reference Number(s) of Documents assigned or released: (on page __ of document(s))
Grantor(s) 1. Josef W. Biringer 2. Mary Ann Biringer 3. 4. Additional Names on page of document.
Grantee(s) 1. Kelly Wynn 2. Tommie Wynn 3. 4. Additional Names on page of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Ptn. SW 1/4 & SE 1/4, 28-34-3 EWM Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number 340328-3-005-0004/P22873, 340328-3-007-0002/P22875
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

ORIGINAL

REAL ESTATE CONTRACT

1. Seller, Josef W. Biringer and Mary Ann Biringer, husband and wife, agree to sell to Buyer, Kelly Wynn and Tommie Wynn, husband and wife, and Buyer agrees to buy from Seller, the following property in Skagit County, Washington.

See Exhibit "A".

2. PURCHASE PRICE. The purchase price is Four Hundred Fifty Thousand Dollars (\$450,000.00) of which Fifty Thousand Dollars (\$50,000.00) has been paid, receipt being acknowledged. Buyer agrees to pay the balance of the purchase price together with interest on deferred balances at the rate of eight and half percent (8.5%) per annum to be paid as follows:

At the rate as calculated on the outstanding balance owed amortized over a thirty (30 year period at 8.5 % interest per annum, which amount includes interest, such payments to be made on the 1st day of each month, commencing on the 1st day of the first month after the date of the closing of the transaction. Interest commences on the date of closing. In any event, the entire principal balance, together with accrued interest, shall be due and payable one hundred twenty (120) months from the date of this note. Payments shall be made to payees at 272 Shore Drive, Camano Island, WA 98292, or such other place as payee may direct in writing.

3. POSSESSION. Buyer shall be entitled to possession of the property upon payment of Fifty Thousand Dollars (\$50,000.00) at closing.



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4. PERSONAL PROPERTY. Title to personal property described above shall remain in Seller until Buyer has fully performed this contract, and Buyer hereby grants to Seller a security interest in all of said property, all insurance and other proceeds relating thereto and an property subsequently acquired by Buyer in substitution thereof as security for the performance of Buyer's obligations herein. Buyer agrees to execute and deliver to Seller such further documents, UCC Financing Statements and Statements of Continuation that Seller may request to further evidence or perfect Seller's security interests in said property. Buyer's rights to the property shall be subject to all applicable terms and conditions of this contract. Personal property shall be maintained in good condition and not disposed of by Buyer without written consent of Seller. All personal property shall remain on the real property described above, provided temporary removal shall be permitted for making of repairs and/or where the intended use of the property, such as vehicles, necessitates temporary removal.

5. ASSESSMENTS AND TAXES. Buyer shall pay before delinquency all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent and all levied or assessed against the property and hereafter falling due; except that real estate taxes for year 2001 and personal property taxes for year 2001 which shall be prorated. In the event any taxes, assessments, rents or charges to be paid by Buyer are paid by Seller, Buyer shall promptly reimburse Seller. Upon failure of Buyer to pay any taxes, assessments, rent or charge, any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of Twelve percent (12 %) per annum and be due immediately.

6. IMPROVEMENTS. All improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed.

7. LIENS, CHARGES AND ENCUMBRANCES. Buyer shall pay, before a delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by Buyer in this contract or subject to which this purchase and sale is made, and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Seller in the



property. Notwithstanding anything to the contrary provided above in this paragraph 7, Buyer shall not be responsible for any liens or encumbrances (or payment of title obligations secured thereby) imposed upon said property subsequent to the date of this contract by or through Seller unless such liens, encumbrances or obligations are expressly assumed by Buyer.

8. EXISTING MORTGAGE OR SECURED OBLIGATION. Unless otherwise provided herein, if there is a mortgage or other secured obligation on the property, Seller shall keep the same current at all times, satisfy the same of record upon or prior to satisfaction of this contract and indemnify, defend and hold Buyer harmless with regard thereto. If Seller fails to make any payment thereunder, Buyer may do so and, at Buyer's election, (a) receive credit therefore against the next due payments herein or (b) demand reimbursement from Seller, together with interest thereon at Twelve percent (12 %) per month, and to institute suit to collect the same.

9. CONDITION OF PREMISES, UPKEEP AND CROPS. Buyer shall maintain the property and all improvements now or later placed on the property in a good state of repair, shall not make any material alterations without the written consent of Seller and shall not allow or commit any waste. Buyer shall farm all farm and orchard land in a good husbandlike manner, according to the customary standards of such farming in the area in which the property is situated, without unnecessary interruptions or delays and shall furnish all labor, machinery, supplies, equipment and everything else necessary to such farming operations. Breach of this provision shall entitle Seller, upon the giving of three (3) days' notice, to go upon the property and perform such services and acts as are necessary to comply with this provision. The necessary costs and expenses of these services and acts shall be considered an indebtedness immediately payable to Seller, which Seller shall have the right to collect or at Seller's option shall be considered an obligation under the contract, shall be added to the principal of the contract and shall bear interest at the contract rate from date that the indebtedness was incurred. The methods of giving notice as herein provided shall be in the same manner as provided for in RCW 61.30.050(2)(b) and (3).



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10. USE OF PROPERTY. Buyer shall not make or allow any unlawful use of the property.

11. INSURANCE. Buyer shall insure with companies satisfactory to Seller the buildings now or hereafter placed on the property and any personal property included in this contract in the sum of not less than its full insurable value, with loss thereunder payable first to any mortgagee who is such at the time of the execution hereof, then to Seller, then to Buyer, as their respective interests may appear. The policy shall be held by Seller or mortgagee.

In the event of destruction of or damage to any of said buildings or personal property and the collection of insurance during the life of this contract, the money received on said insurance may, at the option of Buyer, be used in the restoration of said improvements: provided, that Buyer is not at the time in default under the provisions of this contract and subject to the terms of any mortgage on the property. If Buyer fails to procure insurance, Seller is authorized to do so and the cost may be added to the balance due hereunder and shall bear interest at Twelve percent (12 %) per annum and shall become due immediately, or Seller may, at Seller's option, forfeit this contract for the failure of Buyer to procure insurance.

12. CONDEMNATION. If the property or any part shall be taken and condemned, such taking shall be a ground for rescission of this contract. The award made for the taking shall be deemed to be the property of Buyer, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

13. ASSIGNMENT OR TRANSFER. Buyer shall not assign this contract without the written consent of Seller. Seller shall not unreasonably withhold such consent, and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment of this contract.

14. DESTRUCTION OF PROPERTY. In the event of damage to or destruction of any buildings or improvements upon the property, such damage as between the parties shall be the loss of Buyer and shall not be a ground for rescission of this contract or abatement of purchase price.



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15. DEED. When Buyer has fully performed this contract Seller shall execute and deliver to buyer a statutory warranty deed conveying the property free and clear of all encumbrances except any encumbrances agreed to by Buyer. Warranties of Seller are limited to the date of this contract except for affirmative acts of Seller thereafter.

16. TITLE. Seller shall obtain a standard buyer's form policy of title insurance showing insurable title in Seller as of the date of this contract, excepting matters herein expressly agreed to by Buyer or herein expressly provided to be satisfied hereafter by Seller, and insuring Buyer for the amount of the purchase price of the real property to be sold.

17. REMEDIES. Time is of the essence of this contract. If Buyer fails to make any payment or perform any obligation hereunder, Seller shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

(1) To forfeit this contract under Ch. 61.30 RCW, in which event, without limiting any remedies of Seller as provided by the said statute, all right, title and interest of Buyer and parties claiming an interest in the real and/or personal property subject to this contract shall be canceled and terminated, all prior payments shall be retained by the payee thereof, all improvements and unharvested crops shall be forfeited, and Seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of Ch. 59.12 RCW.

(2) To declare all amounts payable under this contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney fees; provided, if within thirty (30) days after commencement of such action, Buyer cures the default(s) and pays to Seller. Seller's actual attorneys' fees incurred and other taxable costs of suit, this contract shall be reinstated.

(3) To commence all action for the collection of past due payments or obligations arising prior to the date of judgment.

(4) To commence an action for specific performance of Buyer's obligations under this contract (including redress by either a mandatory or prohibitive injunction).



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(5) If Buyer is in default under this contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

18. NONWAIVER. Failure of Seller to insist upon strict performance of Buyer's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by Seller of strict performance thereafter of all of Buyer's obligations hereunder and shall not prejudice Seller's remedies as provided herein or by law or equity.

19. VENUE. If either party commences an action to enforce rights under this contract, venue of such action, at the option of Seller, shall lie in Skagit County, Washington.

20. ATTORNEY FEES AND COSTS. In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any nonjudicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the nondefaulting party's reasonable attorney fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorney fees shall constitute an event of default under this contract.

21. BINDING EFFECT. This agreement shall be binding upon and shall inure to the benefit of the legal representatives and property assigns and successors of the parties.

22. TITLE INSURANCE. Buyer has examined preliminary commitment for title insurance No. P-94322-E issued by Land Title Company dated August 11,
2000 and agrees to accept a buyer's standard coverage title insurance policy in the amount of that commitment except for



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23. OTHER AGREEMENTS. A lease of approximately 57 acres of agricultural land is executed this same date.

#40944
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 18 2001

Seller:

Amount Paid \$ 6,885.00
Skagit Co. Treasurer
By Deputy

Josef W Biringer
Josef W. Biringer

5-17-01
Date

Mary Ann Biringer
Mary Ann Biringer

5-17-01
Date

Buyer:

Kelly Wynn
Kelly Wynn

5-17-01
Date

Tommie Wynn
Tommie Wynn

5-17-01
Date



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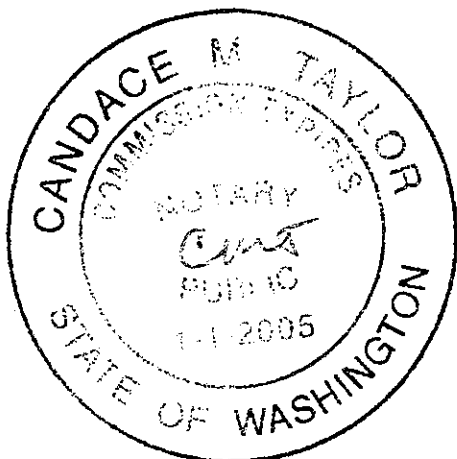
STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Josef W. Biringer, Mary Ann Biringer, Kelly Wynn and Tommie Wynn
are the person s who appeared before me, and said person s acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: May 17, 2001

Candace M. Taylor

Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 01/01/05



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Exhibit "A"

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 34 North, Range 3 East, W.M., EXCEPT that portion conveyed to Skagit county by deed recorded September 20, 1904, in Volume 58 of Deeds, page 26, records of Skagit County, Washington.

SUBJECT TO PUGET SOUND POWER AND LIGHT COMPANY easement for electric transmission or distribution lines as described in the instrument recoded October 18, 1990, under Skagit County Auditor's File No. 90101080082.

Situate in the County of Skagit, State of Washington.



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