

When Recorded Return to:
TRAVIS FOX
KAREN FOX
40153 Cape Horn Road
Concrete WA 98237



200105210083
Skagit County Auditor

5/21/2001 Page 1 of 4 11:55:57AM

Island Title Company
Order No: BE4825 MKP

P96862

LAND TITLE COMPANY OF SKAGIT COUNTY

STATUTORY WARRANTY DEED

THE GRANTOR ALFRED A. MASSINGALE, also known as ALFRED ALLEN MASSINGALE, as his separate property

for and in consideration of One Hundred Fifteen Thousand and 00/100...(\$115,000.00) DOLLARS

in hand paid, conveys and warrants to

TRAVIS FOX and KAREN FOX, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

Abbreviated legal description: Ptn. Blks. 5, 6, & 11, Bessemer in Sec. 14, T35N, R7E W.M. See legal description attached hereto and by reference made a part hereof.

Tax Account No. : 350714-0-020-0127 P42617

Subject to: Restrictions, reservations and easements of record.

Subject to the Pending Action in Skagit County, Superior Court Cause No. 98-2-01678-0; being an action for Trespass Damages; Plaintiff: Cunningham Family Trust, dated June 17, 1997; Defendant: Alfred Allen Massingale, a/k/a Alfred A. Massinglae, an unmarried man, et. al.

By signing below the Grantor and Grantee agree to abide by the terms and conditions of that addendum to the Purchase and Sale Agreement dated March 30, 2001 attached as Exhibit C and acknowledge said pending action in the Skagit County, Superior Court.

Dated: May 17, 2001

Alfred A. Massingale
ALFRED A. MASSINGALE, Grantor Date
5-21-01

L. H. 5-18-01
TRAVIS FOX, Grantee Date

40949
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

Karen Fox 5-18-01
KAREN FOX, Grantee Date

MAY 21 2001

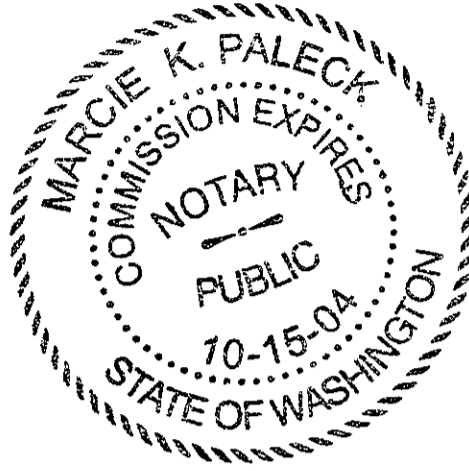
Amount Paid \$ 1759.50
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that ALFRED A. MASSINGALE, TRAVIS FOX and KAREN FOX the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: May 21 2001

Marcie K. Paleck
Marcie K. Paleck
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: October 15. 2004



UNOFFICIAL DOCUMENT

ADDENDUM

**RESIDENTIAL REAL ESTATE PURCHASE AND
SALE AGREEMENT SPECIFIC TERMS**

The Residential Real Estate and Purchase and Sale Agreement dated March 30th
2001, is hereby amended/modified as follows:

1. Buyer understands that a boundary line dispute is currently in litigation (Cunningham Family Trust, et. al. v. Alfred A. Massingale, et. al.) under Skagit County Superior Court Cause No. 98-2-01678-0, and that Alfred A. Massingale is represented by attorney Paul W. Taylor, WSBA No. 13945, whose address is 20388 Eric Street, Mount Vernon, Washington, in Skagit County Superior Court Cause No. 98-2-01678-0.
2. Because the outcome of that litigation is uncertain, Seller and Buyer agree as follows:
 - a. After this agreement is fully executed, Seller will pay the next \$5,000.00 in attorney's fees and costs with respect to the suit on the property.
 - b. After the \$5,000.00 of attorney's fees and costs are paid by Seller, Buyer will pay all other attorney's fees and costs associated with litigation in Skagit County Superior Court Cause No. 98-2-01678-0. Buyer agrees to enter into a fee agreement with attorney Paul W. Taylor with respect to Skagit County Superior Court Cause No. 98-2-01678-0 or hire another attorney who will substitute for Mr. Taylor at the time of his withdrawal.
 - c. Buyer specifically agrees that the price of One Hundred Fifteen Thousand Dollars (\$115,000.00) will not be changed regardless of the outcome of the above cited pending court case and Buyer will hold Seller harmless from any and all expenses and costs arising from said litigation after the \$5,000.00 of attorney's fees and costs has been paid by Seller.
 - d. Buyer agrees that within six (6) months of settlement on the case or a final decision by the trial court in the above-cited matter (Skagit County Superior Court Cause No. 98-2-01678-0), that he will obtain a loan and pay off the balance of the promissory note. If within eight (8) months after settlement of the case or a final decision by the trial court, Buyer does not fully pay off then the balance owing on the promissory note then the interest rate on the promissory note shall be increased to eight percent (8%) per annum.

Kaur Fox
L. A. Fox
Buyer's Signature 3-30-01
Date

Alfred A. Massingale 3-30-01
Seller's Signature Date



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Schedule "A-1"

P-96862

DESCRIPTION:

That portion of the following described tract lying Easterly of the East line of Jackson Street and said East line extended Northerly and Southerly as shown in the "MAP OF BESSEMER", as per plat recorded in Volume 2 of Plats, page 79, records of Skagit County, Washington;

EXCEPT the West 150 feet, lying North of the centerline of vacated Third Street AND ALSO EXCEPT the West 190 feet lying South of the center line of vacated Third Street.

That portion of Blocks 5 through 11, inclusive, and of vacated streets and alleys adjoining said Blocks of "MAP OF BESSEMER", Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 79, records of Skagit County, Washington (now vacated) embraced within the following described tract:

Beginning at a point on the North line of the County Road, running along the South line of said premises, 30 feet East of West line of said Plat; thence East along the North line of said road 1040 feet, more or less, to the center line of Monroe Street; thence North along said center line 306 feet, more or less, to the center line of vacated Third Street; thence East along said center line 380 feet, more or less, to center line of vacated Madison Street; thence North along said center line 336 feet, more or less, to center line of vacated Fourth Street; thence West along said center line to a point 30 feet East of West line of the "MAP OF BESSEMER"; thence South to point of beginning; EXCEPT the North 150 feet of West 130 feet thereof, AND EXCEPT that portion, if any, lying East of the East line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.



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