

SCOTT O. SYMONDS
4404 H. Ave.
Anacortes WA 98221



200207260007
Skagit County Auditor

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FIRST AMERICAN TITLE CO.
A69809E

REAL ESTATE CONTRACT

1. **PARTIES AND DATE.** This Contract is entered into on the 24th day of July, 2002, between **FREDRICK R. SYMONDS and CHRISTEL M. SYMONDS**, husband and wife, as "Sellers" and **SCOTT O. SYMONDS**, a single man, as "Buyer".

2. **SALE AND LEGAL DESCRIPTION.** Sellers agree to sell to Buyer and Buyer agrees to purchase from Sellers the following described real estate in Skagit County, State of Washington:

Lots 1 through 12 and Lots 21 through 32, Block 109, Plat of Gibraltar, together with those portions of vacated streets and alleys adjacent thereto which by operation of law have reverted to said premises in the SW ¼ of Section 17, Township 34, Range 2, Less roads. Situate in County of Skagit, State of Washington.

3384
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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

| | |
|----------------------------|--------------|
| Total Price | \$150,000.00 |
| Less Downpayment | 30,000.00 |
| Amount Financed by Sellers | \$120,000.00 |

JUL 26 2002

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

Amount Paid \$2295.⁰⁰
Skagit Co. Treasurer
By [Signature] Deputy

Buyer agrees to pay to Sellers the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) as follows:

Blended installment payments of principal and interest in the amount of One Thousand Dollars (\$1,000) per month, beginning September 15, 2002, and ending August 15, 2017. Principal amount financed bearing interest at the rate of five and three-quarters percent (5 ¾%) per annum based upon the unpaid principal balance.

The Buyer reserves the right to prepay this Contract (in whole or in part) with no prepayment penalty.

Buyer is to remit payment directly to Sellers at:

1608 E. Illinois Street
Bellingham, WA 98226

4. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.**

No encumbrances of record.

5. **FULFILLMENT DEED.** Upon payment of all amounts due Sellers, Sellers agree 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 Sellers herein.

6. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agree 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 Sellers and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

7. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract.

8. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agree 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 Sellers' 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 demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof.

9. 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 Sellers' interest under this Contract, Sellers may pay such items and Buyer shall forthwith pay Sellers the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

10. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Sellers, his/her 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.

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

12. 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 written consent of Sellers.

13. USE OF PROPERTY. In the event a forfeiture action is instituted, Buyer consents to Sellers' entry on the property to take any reasonable action to conserve soil, crops, trees and or livestock.

14. CONDEMNATION. Sellers 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 Sellers may direct.

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

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. sue for specific performance of any 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; (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 Sellers or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to Sellers; and (v) Buyer shall be required to surrender possession of the property and improvements to the Sellers 10 days after the forfeiture; or

(d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Sellers' reasonable attorney's fees and



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costs incurred for services 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 addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Sellers may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys fees and costs; or

(e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

16. RECEIVER. If Sellers has instituted any proceedings specified in Paragraph 15 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 Sellers' interest.

17. BUYER'S REMEDY FOR SELLERS'S DEFAULT. If Sellers fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days written notice to Sellers, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

18. 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.

19. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of 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 attorneys' fees and costs incurred in such suit or proceedings.

20. 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 4404 H Avenue, Anacortes, WA 98221, and to Sellers at 1608 E. Illinois Street, Bellingham, WA 98226, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed by certified mail, return receipt requested. Notice to Sellers shall also be sent to any institution receiving payments on the Contract.

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

22. 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 Sellers and the Buyer.

23. ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Sellers, which consent will not be unreasonably withheld.

24. DUE ON SALE. If Buyer, without written consent of Sellers, (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, Sellers 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.

25. ADDENDA. Any addenda attached hereto are a part of this Contract.

26. 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 Sellers and Buyer.



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

BUYER:

Scott O. Symonds
Scott O. Symonds

SELLERS:

Fredrick R. Symonds *Christel M. Symonds*
Fredrick R. Symonds Christel M. Symonds

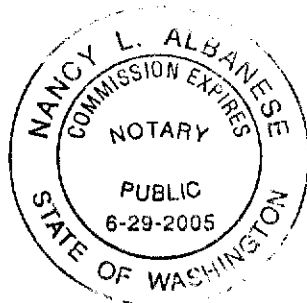
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) ss. *Scott O. Symonds*

On this day personally appeared before me FREDRICK R. SYMONDS and CHRISTEL M. SYMONDS to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of July, 2002.



Nancy L. Albanese
NOTARY PUBLIC in and for the State
of Washington, residing in *Graceland*
My commission expires: 6-29-05



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