



200303240308
Skagit County Auditor

3/24/2003 Page 1 of 8 3:35PM

RETURN TO:

LAW OFFICE
of

BRADFORD E. FURLONG, P.S.
825 CLEVELAND AVENUE
MOUNT VERNON, WASHINGTON 98273
(360) 336-6508

LAND TITLE COMPANY OF SKAGIT COUNTY

105882

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT -
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - IS NOT A PART OF THIS CONTRACT

**REAL ESTATE CONTRACT
(RESIDENTIAL)**

1. **PARTIES AND DATE.** This Contract is entered into on March 24th 2003
between Marybeth Hecht, a single person, as "Seller" and Donald Green, a single person, as
"Buyer."

2. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Buyer and Buyer
agrees to purchase from Seller the following described real estate in Skagit County, state of
Washington: Tax Parcel No. 350515-2-005-0010/P39106

That portion of the Southeast Quarter of the Northwest Quarter of Section 15,
Township 35 North, Range 5 East of the Willamette Meridian, described as
follows:

Beginning at a point on the Southerly line of the county road known as Minkler
Road, 330 feet West of the West line of said Southeast Quarter of the Northwest
Quarter (measured at right angles thereto):

Thence Easterly, along said county road, a distance of 919 feet to the true point
of beginning;

Thence South 500 feet, more or less, to a point 20 feet North of the Northerly line of the Great Northern Railway Company right of way;
 Thence Easterly, parallel with said right of way, a distance of 208 feet;
 Thence South 20 feet of said right of way;
 Thence Easterly, along said right of way, to the East line of the Southeast Quarter of the Northwest Quarter;
 Thence North, along said East line, to the South line of said county road;
 Thence Westerly 770 feet, more or less, along said county road, to the true point of beginning.

EXCEPT the Westerly 350 feet thereof as conveyed to Skagit County by Deed recorded May 3, 1984, under Auditor's File No. 8405030012, records of Skagit County, Washington;

TOGETHER WITH, that portion of said county road vacated by instrument recorded September 9, 1986, under Auditor's File No. 8609090011, records of Skagit County, Washington.

Situate in Skagit County, Washington.

3. **PERSONAL PROPERTY.** Personal property included: stove/range; refrigerator; dishwasher; wood stove; Honda generator 6500.

No part of the purchase price is attributed to personal property.

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

	\$300,000.00	Total Price
Less	(\$ 55,000.00)	Down Payment
	<hr/>	
Results in	\$245,000.00	Amount Financed by Seller

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

Buyer agrees to pay the sum of \$245,000.00 as follows:
 \$1,000.00 on or before the 1st day of June 2003, including interest at the rate of 5% per annum on the declining balance thereof; and a like amount on or before the 1st day of each and every month for 5 years, with principal and interest due in full with the 60th payment. The 12th, 24th, 36th and 48th payments shall include all interest then due, plus a \$48,000.00 payment towards principal.



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Payments are applied first to interest and then to principal. Monthly payments, plus ½ disbursement fee (\$1.50) per monthly payment, shall be made at Skagit State Bank, 301 E. Fairhaven Avenue, Burlington, Washington 98233, (360) 755-0411. Seller shall have deducted ½ disbursement fee (\$1.50) per monthly payment.

5. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following:

EXCEPT the Westerly 350 feet thereof as conveyed to Skagit County by Deed recorded May 3, 1984, under Auditor's File No. 84055030012, records of Skagit County, Washington;

TOGETHER WITH, that portion of said county road vacated by instrument recorded September 9, 1986, under Auditor's File No. 8809090011, records of Skagit County, Washington.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

6. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver or have delivered 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 Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

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

8. POSSESSION. Buyer is entitled to possession of the property after the fourteen (14) from the date of this Contract.

9. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees 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 Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to the 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 plus 5% penalty from the payments next to becoming due Seller under the Contract.

10. **INSURANCE.** Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the value of all improvements or the principal balance owed herein, whichever is greater. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance 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 the underlying encumbrances provide otherwise. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order, as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

11. **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 Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller 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.

12. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, its 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.

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

14. **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 the written consent of Seller.

15. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good



husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

16. CONDEMNATION. Seller 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 Seller may direct.

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

- (a) Suit for Installments. Sue for any delinquent periodic payment; or
- (b) Specific Performance. Sue for specific performance of any of 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: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under this Contract shall be cancelled; (iii) all sums previously paid under this contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (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 Seller's reasonable attorney's fees and 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. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.



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

18. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 18 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 Seller's interest.

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

20. 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.

21. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's 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 attorney's fees and costs incurred in such suit or proceeding.

22. 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: 5459 Park Ridge PL Sedro-woolley WA 98284 and to Seller at: 12349 NE ROOSEVELT WY # 302 SEA WA 98124. or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

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

24. 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 Seller and the Buyer.



25. OPTIONAL PROVISION - ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

Initial:

mb SELLER

Initial:

D.G. BUYER

26. OPTIONAL PROVISION -- DUE ON SALE. If Buyer without written consent of Seller: (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, Seller may at any time thereafter declare the entire balance of the purchase price due and payable. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer any inheritance will not enable Seller to take any action pursuant to this paragraph; *provided*, the transferee other than a condemner agrees in writing that the provision of this Paragraph apply to any subsequent transaction involving the property entered into by the transferee.

Initial:

mb SELLER

Initial:

D.G. BUYER

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

28. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

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

SELLER:

BUYER:

Marybeth Hecht
MARYBETH HECHT

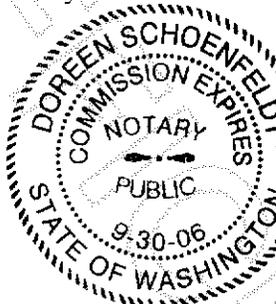
Donald Green
DONALD GREEN



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Marybeth Hecht to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

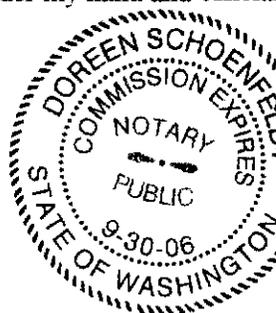
Given under my hand and official seal this 27th day of March 2003.


Doreen Schoenfeldt
Notary Public in and for the state of
Washington, residing at Sedro Woolley
My commission expires: 09/30/06
Printed Name: Doreen Schoenfeldt

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Don Green to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of March 2003.


Doreen Schoenfeldt
Notary Public in and for the state of
Washington, residing at Sedro Woolley
My commission expires: 09/30/06
Printed Name: Doreen Schoenfeldt

1331
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 24 2003

Amount Paid \$ 4,590.00
Skagit Co. Treasurer
By DC Deputy



200303240308
Skagit County Auditor