

AFTER RECORDING MAIL TO:  
Rory and Gabrielle Andes  
13507 Marihugh Road  
Mount Vernon, WA 98273



200606010210  
Skagit County Auditor

6/1/2006 Page 1 of 7 2:49PM

**REAL ESTATE PURCHASE CONTRACT (RESIDENTIAL)**

STATE OF: Washington COUNTY OF: Skagit Assessor's Tax Parcel Number(s): 350332-1-009-0007

1. **PARTIES:** Lyda I. Shadle, as her separate property (Seller) agrees to sell and convey to Gabrielle Andes and Rory Andes, a married couple (Purchasers), and Purchasers agree to buy from Seller the Property described below.

2. **PROPERTY:** (a) *Land:* Address: 13507 Marihugh Road Mount Vernon, WA 98273, or more specifically described as:

Lot 1 of Skagit County Short Plat No. 95-033, approved December 13, 1995, recorded December 12 1995, in Volume 12, page 48 of Short Plats under Auditor's File No. 9512130040, records of Skagit County, Washington; being a portion of the Southwest ¼ of the Northeast ¼ of Section 32, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

or as described in the attached exhibit. (b) *Improvements:* The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property. (c) *Accessories:* The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs. (d) *Exclusions:* The following improvements and accessories will be retained by Seller and excluded:

The land, improvements and accessories are collectively referred to as the "Property".

2706  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

3. **PURCHASE PRICE:** The Total Price shall be \$ 175,000.00 payable as follows:

Earnest money: (Receipt of which is hereby acknowledged) \$ N/A  
Cash or certified funds due at closing: \$ N/A

JUN 1 2006

Amount Paid \$ 3120.00  
By Skagit Co. Treasurer  
Jp

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows:

         *Seller Financing:* A Real Estate Contract from Purchaser to Seller of \$ 175,000.00 bearing 3% interest per annum, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached *Seller Financing Addendum*.

**5. TITLE INSURANCE:** Seller agrees to furnish to Purchaser a standard form title insurance commitment, issued by a company qualified to insure titles in N/A, in the amount of the purchase price, insuring the mortgagee against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the earnest money shall be refunded. Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present zoning classification.

**6. PRORATIONS & HAZARD INSURANCE:** The taxes, as determined on the date of closing, are to be prorated between Seller and Purchaser as of the date of delivery of the deed. Seller shall keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling the contract and receiving back the earnest money, or accepting the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

**7. CLOSING COSTS & DATE:** The sale shall be closed and the deed delivered within sixty (60) days from the execution of this Agreement by all parties, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. The Seller agrees to pay the cost of deed preparation and a mortgagee's title insurance policy, all other closing costs shall be paid by Purchaser. Purchaser agrees to allow Seller to remain in possession of said property subject to separate terms of a month to month lease agreement to be executed at closing for a lease period not to extend beyond N/A.

**8. CONVEYANCE:** Seller agrees to convey a good merchantable title and General Warranty Deed of said property insuring that property is free of all encumbrances, except as hereinabove set out and Seller and Purchaser agree that any encumbrances shall be paid in full at the time of closing from sales proceeds.

**9. CONDITION OF PROPERTY:** (a) *General Provisions and Obligations of Parties:* Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of Purchaser, at Purchaser's expense, to satisfy himself/herself that all conditions of this contract are satisfied before closing. Said sale is contingent upon a satisfactory inspection of the property to be completed and reported to Seller prior to or N/A. Said contract shall only be renegotiable upon a major defect with an individual repair cost in excess of \$500.00. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of Purchaser and shall be deemed purchased AS-IS. (b) *Lender Required Repairs and Treatments:* Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Purchaser. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Purchaser may terminate this contract and the earnest money will be refunded to Purchaser. (c) *Completion of Repairs and Treatments:* Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Purchaser's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Purchaser at Purchaser's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Purchaser may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments. (d) *Environmental Matters:* Purchaser is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Purchaser's intended use of the Property. If Purchaser is concerned about these matters, an addendum required by the parties should be used.

**10. SELLER'S WARRANTIES:** Seller warrants that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements or alterations to said premises that have not been satisfactory made. These warranties shall survive the delivery of the above deed.

**11. EARNEST MONEY:** The Earnest Money as paid by Purchaser as set forth in Paragraph 3 hereof shall be deposited by Seller only upon the execution of this contract. The Earnest Money shall be nonrefundable to Purchaser except for the occurrences of Paragraphs 5, 6, or 12.

**12. DEFAULT:** If Purchaser fails to comply with this contract, Purchaser will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs, Purchaser may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Purchaser may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**13. MEDIATION:** Any dispute between Purchaser and Seller related to this contract that is not resolved through informal discussion N/A be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall



200606010210  
Skagit County Auditor

bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**14. SURVIVAL OF CONTRACT:** All terms, conditions and warranties not performed at the time of delivery of the deed shall survive such delivery.

**15. COMMISSION FEES:** Purchaser and Seller agree that said contract was negotiated at arms length without assistance of any real estate agents or brokers and that no such fees shall be paid by either party in connection with this contract or sale.

**16. ADDITIONAL PROVISIONS:** Any additional Provisions set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

**17. SUCCESSORS AND ASSIGNS:** This contract shall be binding upon any heirs, successors and assigns of Seller or Purchaser.

**18. REVOCATION OF OFFER BY PURCHASER:** This contract has been first executed by Purchaser and if not accepted by all parties by noon on N/A this offer shall be void.

**19. DISCLOSURES: N/A**

[The Seller should note any disclosures about the property that may be required under Federal or state law. Consult an attorney if uncertainty exists as to which disclosures may be required.]

**PURCHASER:**

June 2006  
Date

[Signature]  
Purchasers' Signature(s)

[Signature]

Rory Evan Andes  
Purchasers' Printed Name(s)

Candace P. Andes

**SELLER:**

6-1-06  
Date

Lyda I. Shadle by Charles A. Shadle  
Seller's Signature

Charles A. Shadle  
Seller's Printed Name



200606010210

Skagit County Auditor

ADDENDUM TO REAL ESTATE CONTRACT  
SELLER FINANCING ADDENDUM

June 1, 2006

Grantor: Lyda I. Shadle, as her separate property

Grantee(s): Gabrielle P. Andes and Rory E. Andes, a married couple

ADDITIONAL TERMS OF REAL ESTATE CONTRACT

Payments are to be made as follows with first payment due July 5, 2006 and subsequent payments due by the 5<sup>th</sup> of every month thereafter until paid in full:

3% interest per annum for the first 12 months with a payment of \$450.00

4% interest per annum 13<sup>th</sup> - 24<sup>th</sup> months with a payment of \$600.00

5% interest per annum 25<sup>th</sup> month until paid in full with a payment of \$950.00

Purchaser(s):



Signature

Rory E. Andes

Printed Name

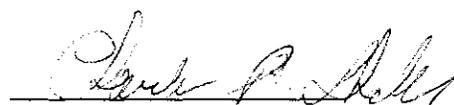


Signature

Gabrielle P. Andes

Printed Name

Seller:



Signature

Lyda I. Shadle by Charles R. Shadle

Printed Name



200606010210  
Skagit County Auditor

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT RCW 42.44.100

State of Washington

County of Skagit

} ss.

I certify that I know or have satisfactory evidence that

Rory Anderson  
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

6-1-06

Month/Day/Year



[Signature]  
Signature of Notary Public

Notary Public  
Title (Such as "Notary Public")

My appointment expires:

5/20/09

Month/Day/Year of Appointment Expiration

Place Notary Seal Above

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



200606010210  
Skagit County Auditor

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT RCW 42.44.100

State of Washington

County of Skagit } ss.

I certify that I know or have satisfactory evidence that

Guerberielle Aules  
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6-1-06

Month/Day/Year

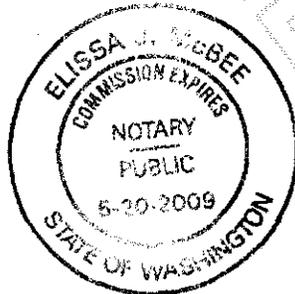
[Signature]  
Signature of Notary Public

Notary Public  
Title (Such as "Notary Public")

My appointment expires:

5/20/09

Month/Day/Year of Appointment Expiration



Place Notary Seal Above

**OPTIONAL**

*Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT RCW 42.44.100

State of Washington

County of Skagit } ss.

I certify that I know or have satisfactory evidence that

Charles Shadle  
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6-1-06  
Month/Day/Year

[Signature]  
Signature of Notary Public

Notary Public  
Title (Such as "Notary Public")

My appointment expires:

5/20/09  
Month/Day/Year of Appointment Expiration



OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



200606010210  
Skagit County Auditor