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Skagit County Auditor

12/2/2010 Page 1 of 7 11:03AM

Document Title:

REAL ESTATE CONTRACT

Reference Number :

Grantor(s):

additional grantor names on page ____.

1. BORTER, ARTHUR E.
2. BORTER, MARISE F.

Grantee(s):

additional grantee names on page ____.

1. GRANT, MICHAEL G.
2. GRANT LORA L.

Abbreviated legal description:

full legal on page(s) ____.

LOT 181 CASCADE RIVER PARK NO. 1

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

3871-000-181-0001 63731

REAL ESTATE CONTRACT
(Residential Short Form)

1. **PARTIES AND DATE.** This Contract is entered into on September 16, between **ARTHUR E. BORTER AND MARISE F. BORTER** as "Seller" and **MICHAEL G. GRANT AND LORA L. GRANT** 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.

LEGAL

Lot 181, Cascade River Park No. 1, an addition to Skagit County, Washington.

- a) Subject to all restrictions, covenants, reservations and easements of record and as shown on the face of the plat
- b) **ALSO SUBJECT TO:** a covenant as follows: **PURCHASERS COVENANT** and agree that the above described real estate shall be subject to the charges and assessments as provided for in, and for the purposes set forth in the **ARTICLE OF INCORPORATION** and the **BY-LAWS OF THE CASCADE RIVER COMMUNITY CLUB, INC**, a non-profit, and non-stock **WASHINGTON** Corporation and that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and, in addition to the remedies set forth in said **ARTICLES OF CORPORATION** and **BY-LAW**, that if said charges and assessments levied by said corporation shall not be paid within four (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorney's fees in such action. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.
- c) Use of said property is for residential purposes **ONLY**.

Assessor's Property Tax Parcel/Account Number(s): 3871-000-181-0001

3. **PERSONAL PROPERTY.** Personal property, if any, included in the sale is as follows:

ALL PERSONAL PROPERTY AND HOME APPLIANCES REMAINING ON THE PREMISES AT THE TIME OF SALE (INCLUDING OTHER BUILDINGS).

4. (a) **PRICE.** Buyer agrees to pay: **\$28,000.00** Total Price
Less: **(\$7000.00)** Down Payment
Results in **\$21,000.00** Amount Financed by Seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN DECEMBER 20, 2013.
ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

- (b) **PAYMENT OF AMOUNT FINANCED BY SELLER.** Buyer agrees to pay



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the sum of \$21,000.00 as follows:

\$396.30 or more at buyer's option on or before the 21st day of October, including interest from September 20th at the rate of 5 % per annum on the declining balance thereof, and a like amount or more on or before the 20th day of each and every month thereafter until paid in full.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN SEPTEMBER 20, 2013.

Payments are applied first to interest and then to principal. Payments shall be made at 1716 NW 91st Circle, Vancouver, WA 98665-6747 or such other place as the Seller may hereafter indicate in writing. In the event of the death of both the sellers, payment will then be sent to Steven D. Borter at 1716 NW 91st Circle; Vancouver, WA 98665-6747.

5. OTHER ENCUMBRANCES AGAINST THE PROPERTY. ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

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

7. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to five percent (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. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Buyer in writing.

9. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract or September, 19, 2008, whichever is later, subject to any tenancies described in paragraph 7.

10. 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 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 becoming due Seller under the Contract.

11. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the



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property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. 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.

12. 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.

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

14. 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.

15. 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.

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



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and all persons claiming through the Buyer shall be terminated; (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 Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and merchantable trees on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and merchantable trees 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 attorneys' 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 20 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. ATTORNEYS' 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 proceedings.

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: 1320 N. OAK HARBOR ST. #82; OAK HARBOR, WA 98277

and to Seller at: 1716 NW 91st CIRCLE; VANCOUVER, WA 98665-6747

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



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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.

SELLER	INITIALS:	BUYER
_____	_____	_____
_____	_____	_____
_____	_____	_____

30. 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 either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. 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 by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	BUYER
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

27. 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 Seller and Buyer.

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

SELLER:
Arthur E. Borter
Marcia F. Borter

BUYER:
Michael J. Grant
Rosa L. Grant



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STATE OF WASHINGTON)

COUNTY OF Clark) SS.
)

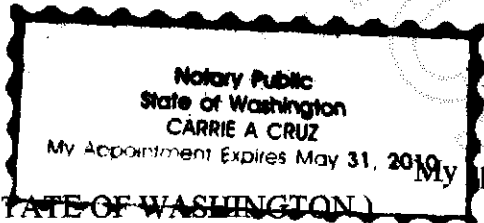
I certify that I know or have satisfactory evidence that Arthur E. and Marise F. Borter are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 9-15-2008

Carrie A. Cruz
[Notary Signature]

CARRIE A. CRUZ
[Type or Print Name of Notary]

NOTARY PUBLIC for the State of Washington, residing at
Washougal
My appointment expires: 5-31-2010



STATE OF WASHINGTON)
COUNTY OF Island) SS.

I certify that I know or have satisfactory evidence that Michael G. Grant and Lora L. Grant (BUYER) is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 9/16/2008

B. A. Bayliss
Beau A. Bayliss
[Type or Print Name of Notary]

NOTARY PUBLIC for the State of Washington, residing at
Oak Harbor

My appointment expires: June 29, 2011

[Notary Signature]



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

3626
DEC 02 2010

Amount Paid \$ 653.24
Skagit Co. Treasurer
By *hmm* Deputy



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