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Skagit County Auditor

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Document Title:

REAL ESTATE CONTRACT

Reference Number :

Grantor(s):

additional grantor names on page ____.

1. RON AND SUSAN MYERS

2.

Grantee(s):

additional grantee names on page ____.

1. DANN R. IRELAND and DANA AMBER BALDWIN

2.

Abbreviated legal description:

JANICKI COVE TR 15

full legal on page(s) ____.

Assessor Parcel / Tax ID Number:

P77728

additional tax parcel number(s) on page ____.

UNOFFICIAL SKAGIT COUNTY WASHINGTON

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

201217
JAN 05 2012

REAL ESTATE CONTRACT

Amount Paid \$ 628.⁰⁰
Skagit Co. Treasurer
By *ham* Deputy

This real estate contract ("Contract") is made and entered into as of this 31 day of December, 2011, by and between Ron Myers and Susan Myers as sellers ("Sellers") and Dann R. Ireland and Dana Amber Baldwin as purchasers ("Purchasers").

- 1. Property Purchased: 23727 Cove Rd., Sedro-Woolley, WA
Tax Parcel Number: P77728
Legal Description: JANICKI COVE TR 15

SITUATE IN SKAGIT COUNTY WASHINGTON

- 2. Purchase price: Thirty-Five Thousand Dollars (\$35,000.00) payable as follows:
 - a. Immediately prior to the signing of the Contract the Purchasers are paying Twenty-Five Thousand Dollars (\$25,000.00), receipt of which is acknowledged by the signatures below of all parties hereto. The date of the Contract as set out above shall be considered the closing date for purposes of this Contract;
 - b. The first month following the closing date, the Purchasers shall pay Two Hundred Dollars (\$200.00) per month, which shall be considered an interest payment only and shall not reduce the Ten Thousand Dollar (\$10,000.00) owed as set out below. The \$200 per month payments shall be made by the fifth day of each month following the closing date. These payments shall continue for no more than five months following the closing date;
 - c. Within 180 days of the closing date, the Purchasers shall pay Ten Thousand Dollars (\$10,000.00) to the Sellers;
- 3. Right to Possession: The Purchasers shall be entitled to possess the property immediately following the full execution of this Contract.
- 4. Condition of the Property: The Purchasers hereby specifically waive any issues relating to the

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condition of the property. Further, the Purchasers purchase of the property herein **is not subject to any contingencies**. Purchasers acknowledge that they are not relying on any representations by the Sellers regarding the Property other than their ability to convey full title to the property. The Purchasers specifically waive the right to receive a disclosure statement from the seller as per RCW 64.06.020. Any easements on the Property of record or restrictions on the Property of record shall not be a basis for excusing non-performance under this Contract. Purchasers acknowledge that they are fully aware of any easements or restrictions of record regarding the Property and, in particular, acknowledge that this is recreational property that is subject to State and County limitations on its use.

5. **Condition of Title:** The Sellers warrant that they have full ownership of the property herein and shall deliver a statutory warranty fulfillment deed upon full payment of the purchase price according to the terms of this Contract.

6. **Insurance:** The Purchasers agree to keep the property fully insured with a standard homeowners policy naming the Sellers as the beneficiaries of any insurance policy proceeds until the final property payment referred to above is satisfied and title is conveyed by the Sellers to the Purchasers.

7. **Waste:** The Purchasers agree to not make any alterations to any structures on the property, cut down any trees or take any other steps that might diminish the value of the property until terms of the Contract have been fully satisfied.

8. **Closing Costs:** The parties agree to pay their share of the closing costs as are standard for the sale of residential properties in Skagit County.

9. **Time is of the Essence:** It is agreed and understood by the parties hereto that time is of the essence in this matter and that all dates referred to herein reflect deadlines that must be met by the parties hereto.

10. **Default:** It shall be deemed to be a default of this Contract if the following any of the following occur:

a. The Purchasers fail to pay any of the payments due on the Purchase price as set out in item Number 2 above;

b. The Purchasers file for bankruptcy;

c. The Sellers fail to deliver to the Purchasers a statutory warranty fulfillment deed after timely payment of all of the payments due under this Contract.

11. **Remedy Upon Default:**

a. **Purchasers Default:** In the event of Purchasers default, the Sellers may elect to forfeit the Contract at their option pursuant to RCW 61.30, et seq or by filing an action in court to enforce the

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terms of the Contract as a mortgage. In the event that the Contract is forfeited, then the parties agree that all payments made by the Purchasers to the Sellers shall be considered liquidated damages and that all payments that have been made up until the time of default may be retained by the Sellers as full compensation for their damages.

b. **Sellers Default:** In the event of Sellers default, the Purchasers may elect to sue for (1) specific performance, (2) damages resulting from breach, or (3) rescission of the Contract by returning possession of the Property to the Sellers and recovering for the amounts paid under the Contract.

12. **Costs and Attorney's Fees:** In the event that there is a lawsuit filed regarding the terms of this agreement, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.

13. **Written Changes:** No changes to this Contract shall be enforceable unless those changes are in writing and signed by all parties to this agreement.

14. **Successors or Assigns:** This Contract shall be binding upon all successors or assigns of the parties to this Contract.

15. **Notices:** All notices to the Sellers shall be sent to: 2779 Thistle Lane, Lake Havasu City, AZ 86403

All notices to Buyers shall be sent to: 4002 Callow Rd.
Lake Stevens, WA 98258

16. **Recordation of Contract:** This Contract shall be recorded with the Skagit County Auditor.

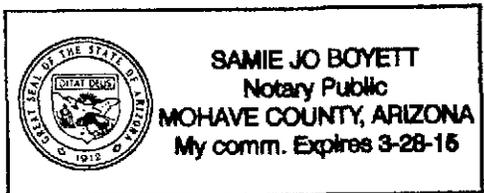
SIGNATURES OF THE PARTIES TO THE CONTRACT:

Ronald Myers
Ronald Myers - Seller

STATE OF Arizona)
) ss.
COUNTY OF Mohave)

I certify that I know or have satisfactory evidence that RONALD MYERS is the persons who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14th day of December 2011.

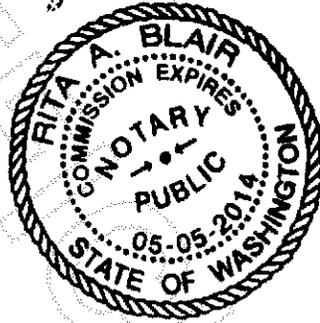


Samie Jo Boyett
Notary Public



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

DATED this 29 day of December 2011.



Rita A. Blair
Rita A. Blair

Type/Print Name of Notary

Notary Public in and for the State of

WA

, residing at Bellingham

My Commission Expires: 5.5.14



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