

AFTER RECORDING RETURN TO:

Law Office of Cole & Gilday, P.C.
PO Box 249
Stanwood, WA 98292



Skagit County Auditor
5/1/2013 Page

1 of

\$79.00
8 9:02AM

LAND TITLE OF SKAGIT COUNTY

**ACCOMMODATION RECORDING REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

M-19910

SELLER(S):	FOUTS, Thomas D. & Judith H., husband and wife
BUYER(S):	SNELL, Daniel I. & Olivia M., husband and wife
LEGAL DESCRIPTION:	Lots 9 & 57, Block 3, HOLIDAY HIDEAWAY NO. 1
TAX PARCEL ID #:	3926-003-057-0001; P65892 & 3926-003-009-0000/P65841

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.

1. **PARTIES AND DATE.** This Contract is entered into on April 29, 2013, between THOMAS D. FOUTS and JUDITH H. FOUTS, husband and wife as "Sellers" and DANIEL I. SNELL and OLIVIA M. SNELL, husband and wife as "Buyers".

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

Lots 9 & 57, Block 3, "HOLIDAY HIDEAWAY NO. 1", as per plat recorded in Volume 8 of Plats, pages 26 through 42, inclusive, records of Skagit County, Washington.

3. **PERSONAL PROPERTY.** Personal property, if any, included in the sale is as follows:
-0-

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

	\$ 217,000	Total Price
Less	(\$ -0-)	Down Payment
Less	(\$ -0-)	Assumed
Results in	\$ 217,000	Financed

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20131504

MAY 01 2013

Amount Paid \$ 3867.60
Skagit Co. Treasurer
By *man* Deputy

- b. **PAYMENT OF AMOUNT FINANCED BY SELLER.** Buyers agree to pay the sum of \$217,000 as follows: \$ 1,175, or more at Buyers' option on or before the 1st day of June, 2013, including interest from May 1, 2013 at the rate of 5% per annum on the declining balance thereof; and a like amount, or more, on or before the same day of each and every month thereafter until paid in full.

[NOTE: Fill in the date in the following two lines only if there is an early cash out date.]

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN MAY 1, 2013.

Payments are applied first to interest and then to principal. Payments shall be made at Trust Accounting Center, Anacortes, WA or such other place as the Sellers may hereafter indicate in writing. Parties to split cost equally.

5. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyers and the obligations being paid by Sellers:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

6. **FULFILLMENT DEED.** Upon payment of all amounts due Sellers, Sellers agree to deliver to Buyers a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyers or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Sellers 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 it is due, Buyers agree to pay a late charge equal to 5% of the amount of such payment. Such late payments charge shall be in addition to all other remedies available to Sellers and the first amounts received from Buyers after such late charges are due shall be applied to the late charges.
8. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Sellers warrant that entry into this Contract will not cause in any prior encumbrances a breach, accelerated payments, or an increased interest rate; unless (a), (b), or (c) has been consented to by Buyers in writing.
9. **POSSESSION.** Buyers are entitled to possession of the property from and after the date of this Contract, or _____, whichever is later, subject to any tenancies described in Paragraph 5.



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10. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyers agree to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyers 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. Buyers agree 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, Buyers may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyers may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Sellers under the Contract.
11. **INSURANCE.** Buyers agree 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 balances owed on obligations assumed by Buyers plus the balance due Sellers, or full insurable value, whichever is lower. All policies shall be held by the Sellers and be in such companies as the Sellers may approve and have loss payable first to any holders of underlying encumbrances, then to Sellers as their interests may appear and then to Buyers. Buyers 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 Buyers deposit 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 Sellers shall determine. In the event of forfeiture, all rights of Buyers in insurance policies then in force shall pass to Sellers.
12. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyers fail 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 Buyers 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.
13. **CONDITION OF PROPERTY.** Buyers accept the property in its present condition and acknowledges that Sellers, their 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. Buyers agree to maintain the property in such condition as complies with all applicable laws.
14. **RISK OF LOSS.** Buyers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyers from any of Buyers' obligations pursuant to this Contract.



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15. **WASTE.** Buyers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyers shall not remove commercial timber without the written consent of Sellers.
16. **CONDEMNATION.** Sellers and Buyers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyers 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 Buyers deposit 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.
17. **DEFAULT.** If the Buyers fail to observe or perform any term, covenant, or condition of this Contract, Sellers may:
- a. **SUE FOR INSTALLMENTS.** Sue for any delinquent periodic payment; or
 - b. **SPECIFIC PERFORMANCE.** Sue for specific performance of any of Buyers' obligations pursuant to this Contract; or
 - c. **FORFEIT BUYERS' 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: all right, title and interest in the property of the Buyers and all persons claiming through the Buyers shall be terminated; the Buyers' rights under the Contract shall be cancelled; 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; all improvements made to and unharvested crops on the property shall belong to the Sellers; and Buyers shall be required to surrender possession of the property, improvements, and unharvested crops to the Sellers 10 days after the forfeiture.
 - d. **ACCELERATION OF BALANCE DUE.** Give Buyers 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 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 Buyers or personally delivered to the Buyers, 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.



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18. **RECEIVER.** If Sellers have instituted any proceedings specified in Paragraph 20 and Buyers are receiving rental or other income from the property, Buyers agree that the appointment of a receiver for the property is necessary to protect Sellers' interest.
19. **BUYERS' REMEDY FOR SELLERS' DEFAULT.** If Sellers fail to observe or perform any term, covenant or condition of this Contract, Buyers may, after 30 days' written notice to Sellers, 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 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.
22. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Buyers at 7250 Holiday Blvd., Anacortes, WA 98221, and to Sellers at 6443 Nootka Ln., Anacortes, WA 98221, 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 Sellers 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 Sellers and the Buyers.
25. **OPTIONAL PROVISION -- DUE ON SALE.** If Buyers, without written consent of Sellers, convey, sell, lease, assign, contract to convey, sell, lease or assign, grant an option to buy the property, permit a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyers' interest in the property or this Contract, Sellers may at anytime 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 Buyers are 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 Sellers 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 Sellers to take

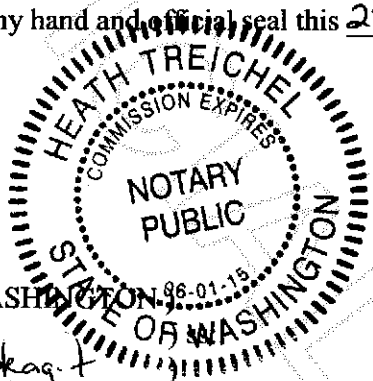


STATE OF WASHINGTON)

COUNTY OF Skagit) ss:

On this day personally appeared before me DANIEL I. SNELL, 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 29 day of April, 2013.



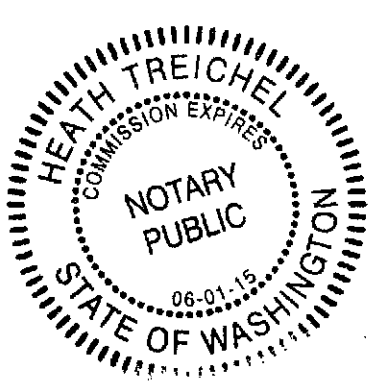
[Signature]
NOTARY PUBLIC in and for the State of Washington, Residing at: Anacortes
My appointment expires: 6-1-2015

STATE OF WASHINGTON)

COUNTY OF Skagit)

On this day personally appeared before me OLIVIA M. SNELL, 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 29 day of April, 2013.



[Signature]
NOTARY PUBLIC in and for the State of Washington, Residing at: Anacortes
My appointment expires: 6-1-2015

