WHEN RECORDED RETURN TO:

JOHN HART BARBARA HART 660 LOWE ROAD COBLESKILL, NY 12043



Skagit County Auditor 10/15/2013 Page \$86.00

1 of 15 2:15PM

# Chicago Title Insurance Company

425 Commercial Street, Mount Vernon, Washington 98273

620020026

425 Commercial Street, Mount Vernon, Washington 98273 620020026
DOCUMENT TITLE(s)
REAL ESTATE CONTRACT
POOR ORIGINAL
GRANTOR(s):
1. JOHN W. HART
2. BARBARA D. HART
3.
Additional names on pageof the document
GRANTEE(s):
1. ROBERT VINNEDGE
2. LOTTI GOODWIN
3. Additional names on page of the document
Additional maines on pageof the document
ABBREVIATED LEGAL DESCRIPTION:
LOT 1, SKAGIT COUNTY SHORT PLAT NO. 97-0012
Complete legal description is on page 2 of the document
Complete regal description is on page
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
D40716 /260225 2 001 0007
P48716 / 360335-3-001-0007
(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in
RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part
of the text of the original document.  Signature

This cover sheet is for the County Recorder's indexing purposes only.

The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When recorded return to: John Hart and Barbara Hart 660 Lowe Road Cobleskill, NY

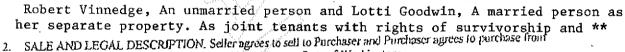
## REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

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 September 13, 2013.

berween w.

John W. and Barbara D. Hart, as "Seller" and



Seller the following described real estate in Skagir County, State of Washington:

AFN 20000 7280006 Lat 1, Skagit County Short Plat No. 97-0012, approved July 27th, 2000 and recorded July 28th, 2000 under Auditor's File No. 0000725306, records of Skigli County, Wash, being a portion of the Southwest quarter of Section 35, Township 36 North, Range 3 East, WAL

Commanly known as 5510 ISLAND LIEU WAY BOW 1174 98232

Abbreviated Legal: (Required if full legal not inserted above.)

\*\* not as tenants in common

Tax Parcel Number(s): Property ID 48716

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as SKAGIT COUNTY WASHINGTON

No part of the purchase price is attributed to personal property

4. (a) PRICE. Purchaser agrees to pay: \$ 245,000.00 Total Price

Less \$ 20,500.00 Down Payment

Less \$ 0.00 Assumed Obligation(s)

Results in S 224,500.00 Amount Financed by Seller.

REAL ESTATE EXCISE TAX

20134174

OCT 1 5 2013

Amount Paid \$4,360 Skagit Co. Treasurer By mem Deputy

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If by West

· \*\*:



**Skagit County Auditor** 10/15/2013 Page

\$86.00 2 of 15 2:15PM When recorded return to:

## REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

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 September 13, 2013.

between

John IF. and Barbara D. Hort, as "Seller" and

Robert W. Vinnedge and Lost L. Goodieli, as "Purchaser,"

 SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skagft County, State of Washington:

AFM 2000 T28006

Lot 1, Shagit County Shorif Plat No. 97-0012, approved July 27th, 2000 and recorded July 28th, 2000 under Juditor's File No. 7000726806, records of Shagit County, Wash, being a portion of the Southwest quarter of Syction 35, Township 36 North, Range 3 East, W.M.

Commonly known as 5510 ISLAND FIEW WAY DOW, WA 98232

Abbreviated Legal: (Respoked if full legal not baseted above.)

Tax Parcel Number(s): Property ID 48716

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

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4. (a) PRICE. Purchaser agrees to pay: \$ 245,000,00 Total Price

Less \$ 20,500.00 Down Payment

en Not

Less \$ 0.00 Assumed Obligation(s)

Results in S 224,500.00 Amount Financed by Seller.

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#### (b) ASSUMED OBLIGATIONS.

Not Required - Contents Deleted

#### (c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$ 224,500,00 as follows:

\$ 1/300000 or more at purchaser's option on or before the 15th day of

November 2013 (A) including ( ) plus interest from

Date of Closing at the rate of 4 5% per annum on the declining balance

thereof, and a like amount or more on or before the 15th day of each and every month thereafter until paid in full.

Interest will be calculated on a daily basis to the day payment is received.

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the amount financed by seller

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN October 15, 2018.

The outstanding balance shall bear interest of the rate of 12% per annum after maturity or after failure to pay any payment or otherwise comply with any obligation hereunder.

Payments are applied first to interest and their to principal. Payments shall be made to Automatic Funds Transfer Services. Seattle, WA or such other place as the Selfer may hereafter indicate in writing.

Payment shall include sufficient funds for the following:
Buyer's portion of collection account monthly fee
Property Tax
Mortgage Protection Insurance
Late charges (if any)—to be paid in full
Interest
Principal

Payments received, if insufficient to cover all of the above, shall be applied in the order defined above.

FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.

Not Required - Contents Deleted

o. (a) OBUGATIONS TO BE PAID BY SELLER.

Not Required - Contents Deleted

(b) EQUITY OF SELLER PAID IN FULL

Not Required - Contents Defered

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## OF ALLURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.

Not Required - Contents Deleted

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY.

Not-Required Contents Deleted

- 8. FULFILMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Wartanty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by through, or under persons other than the Seller Berein. Any personal property included in the sale shall be included in the fulfillment deed.
- 9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due. Purchaser 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 Purchaser after such late charges are due shall be applied to the late charges.
- 10. 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 Purchaser in writing.
- POSSESSION. Purchaser is entitled to possession of the property from and after the date of this Contract or Date of Closing, whichever is later, subject to any tenancies described in paragraph 7.
- 12. TAXES, ASSESSMENTS, AND UTILITY LIENS. Purchaser agrees to pay by the date due all taxes and assessments becoming a tien against the property after the date of this Contract. Purchaser 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. Purchaser 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 Contract, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

#### 13 INSURANCE.

tai Property - Purchaser agrees to keep all buildings now or hereaffer creeted 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 Purchaser plus the balance due Selier, 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 Purchaser Purchaser may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser 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 Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.

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- (b) Mortgage Protection Buyer shall:
  - (1) Prior to clasing, provide proof (copy of policy) of Mortgage Protection Insurance in an amount sufficient to cover the balance of the principal
  - (2) Pay to the collection account agent on a monthly basis, funds sufficient to renew the Mortgage Protection Insurance on a yearly basis in an amount not less than the remaining principal balance.
- 14. NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS. If Purchaser (alls 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 Purchaser shall forthwith pay Selfer 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.
- 15. CONDITION OF PROPERTY. Purchaser accepts the property in its present condition and acknowledges that Seller, his/her agents, and subagents have made no representation or warranty concerning the physical condition of the property of the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws. If any improvements are made, to or on the property, they shall be done to Code and comply with all applicable Covenants. Laws and Regulations.
- 16. RISK OF LOSS. Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.
- WASTE. Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes. Purchaser agrees to conduct form and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted. Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
- 19. CONDEMNATION. Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser 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 Purchaser 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.
- 20. DEFAULT. If the Purchaser fails to observe or perform any term, covenant, or condition of this Contract. Seller may:
  - (a) Suit for histallments. Sue for any delinquent periodic payment; or
  - (b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
  - (c) Forfeit Purchaser'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 Purchaser and all persons claiming through the Purchaser shall be terminated. (ii) the Purchaser'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 unharvested crops on the property shall belong to the Seller; and (v) Purchaser.

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\$86.00 6 of 15 2:15PM shall be required to surrender possession of the property, improvements, and unharvested crops to the Selier 10 days after the forfeiture.

- (d) Acceleration of Balance Due. Give Purchaser 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 30 days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, 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 Purchaser may be liable for a deficiency.
- 21. RECEIVER If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser is receiving rental or other income from the property. Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest
- 22. PURCHASER'S REMEDY FOR SELLER'S DEFAULT, If Seller fails to observe or perform any term, covenant, or condition of this Comract, Purchaser may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hercunder 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.
- 24. 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 proceedings.
- 25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at

Residence

Mailing

Robert Vinnedge

5019 Phinney Ave. N. Apt 105

Same

Seattle, WA 98103

Lotti Goodwin

2126 Lombard Ave Everett WA 98201 Same

and to the Seller at

John and Barbara Hart

660 Lowe Road

Same

Cobleskill, NY 12043

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.

Buyer and Seller shall provide any change of address, within 5 days of relocation, to both the other party and the Collection Account agent.

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- 26. TIME FOR PERFORMANC... Time is of the essence in performance of any obligations pursuant to this Contract.
- 27. 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 Purchaser.
- 28. OPTIONAL PROVISION SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.

Nat Required Contents Deleted

29. OPTIONAL PROVISION ALTERATIONS

Not Required Contents Deleved

30. OPTIONAL PROVISION — DUE ON SALE, if Purchaser, without written consent of Selier, (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) pentitis a foelecture or foreclosure or trustee or sheriffs sale of any of the Purchaser'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 of declare the entities balance of the purchase price due and payable. (If one or more of the entities comprising the Purchaser 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 A transfer to a spouse or child of Purchaser, 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 transferce 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 transferce.

SELLER AL

INITIALS:

PURCHASER

BV PI

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.

Not Required Coments Deleted

33. OPTIONAL PROVISION – PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller to the Collection Recount agent such portion of the real estate taxes and assessments and fire insurance morigage protection insurance premium as will approximately total the amount due during the current year based on Seller's Collection Account agents reasonable estimate.

The payments during the current year shall be determined by the Collection Account agent. Such "reserve" payments from Purchaser shall not accrue interest. Seller Collection Account agent shall pay when due all real estate laxes and moragage protection insurance premiums. Hence, and debit the amounts so paid to the reserve account. Purchaser and Seller Collection Account agent shall adjust the reserve account in April of each year as required to reflect excess or deficit balances and changed costs. Purchaser agrees to bring the reserve account to a minimum of \$100 of the time of adjustment.

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- 44 ENTIRE SUBSECTION Section Contract constants the course agreement of the parties and supercodes all prior agreements and undergrandings, written is oral. This Contract may be unauded only in writing excented by Seller and Purclesses
- O ACKNOWLEDGEMENT OF OOL ROLL

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My C Thype Menyn C Thompson WSBA 26991
(Printed sum. & lear momber)

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Skagit County Auditor 10/15/2013 Page

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IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written. PURCHASER STATE OF MELD YORK COUNTY OF Schipharie I certify that I know or have satisfactory evidence that John a Fort AND Burbard B. Hard (is/arc) the person(s) who appeared before me, and said person(s) acknowledged that Alley signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument. Dated: 9/19/13 Notary name printed or typed: Lisu Filmer. Notary Public in and for the State of New York Residung at (1) of the Kill My 3/4 43 My appointment expres: LISA FILMER Notary Public, State of New York No. 01F15026419 Qualified in Schoharie County Commission Expires April 18, 2

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Skagit County Auditor

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State of Men York	
County of Schoon	€

I certify that I know or have satisfactory evidence that John Hart and Barbara Hart are the persons who appeared before me, and said persons 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: 10/11/2013

No. 01DE615020H Exp. 07/24/14 Name: School College Notary Public in and for the State of New York
Residing at: 3 Fores Perce Rol Loshow, Notary Appointment expires: 13-413-014



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\$86.00 12 of 15 2:15PM

IN WIJNESS WHEREOF the parties have signed and scaled this Contract the day and year first above written. **PURCHASER** John W. Hart Barbara D. Hart We the undersigned purchasers acknowledge we are taking title as Joint Tenants with rights of suffvivorship, not as tenants in Common. STATE OF 1 COUNTY OF THE PLANT OF THE I certify that I know or have satisfactory evidence that The same of the same factors of the same of t (is/are) the person(s) who appeared before me, and said person(s) acknowledged that They — signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument. Dated:  $\{\{j\}\} \in \{j\}$ Notary name printed or typed Line Filmer. Notary Public in and for the State of Now York Residing at Control And My 32.43 My appointment expires: LISA FILMER Notary Public. State of New York No. 01F15026419 Qualified in Schoharie County Commission Expires April 18, 🔾

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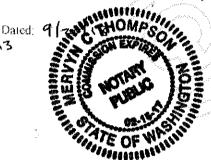
\$86.00 13 of 15 2:15PM STATE OF Washington COUNTY OF SKagit

I certify that I know or have satisfactory evidence that Robert W. Vinnedge

(is/arc) the person(s) who appeared

before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

9/20/13



My C Thype

Notary name printed or typed: Merryn C Thompson

Notary Public in and for the State of Washington

Residing at Mount Vernon; WA 9273

My appointment expires: 02-15-17

STATE OF COUNTY OF

Kottil, Goodwin

I certify that I know or have satisfactory evidence that

(fishare) the person(s) who appeared

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

9120113

Notary name printed or typed: Maryin C Thompson
Notary Public in and for the State of Washington
Residing at Mount Verney, WA 98273
My appointment expires: 02-15-17

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STATE OF Washington COUNTY OF SKAgit

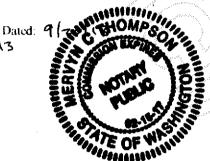
I certify that I know or have satisfactory evidence that

Robert W. Vinnedge

(is/are) the person(s) who appeared

before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument

9/20/13



My appointment expires O2-15-17

STATE OF COUNTY OF SKEGIT

I certify that I know or have satisfactory evidence that LoHill-Goodwin

((is)are) the person(s) who appeared

before me, and said person(s) acknowledged that She signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument...

9/20/13 Dated:

Notary name printed or typed: Maryin C Thompson
Notary Public in and for the State of Washington
Residing at Mount Jecnson, wh 98273
My appointment expires: 02-15-17

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