



201409180063

Skagit County Auditor

\$74.00

9/18/2014 Page

1 of

3 1:23PM

AFTER RECORDING MAIL TO:

Guy & Lorena Lindborg

21929 Granstrom Rd

Mt Vernon, WA 98274

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

20143447  
SEP 17 2014

Amount Paid \$ 1420.40  
Skagit Co. Treasurer  
By *HB* Deputy

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

**REAL ESTATE CONTRACT**

1. **PARTIES & DATE;** This contract is entered into on 1 Aug 13 between Harold H Mehrer Jr as "Seller" & Guy R & Lorena L Lindborg, husband & wife, as Buyers
2. **SALE & LEGAL DESCRIPTION;** Seller agrees to sell & Buyers agree to Buy from Seller the following described real estate in SKAGIT County, State of Washington,

21929 Granstrom Rd Mt Vernon, WA 98274, Parcel #s P18206 & P131438, legal as follows; That portion of the Southwest Quarter of the Southwest Quarter of Section 22, Township 33 North, Range 5 East W.M; lying Southerly of the English Lumber Company Railroad right of way by Deed recorded December 3 1919, under Auditors File No. 137376, records of Skagit County, Washington; And lying West of the East line 163.00 feet thereof. Together with that portion of the North 40.00 feet of the Northwest Quarter of Section 27, Township 33 North, Range 5 East W.M.; West of the East 163.00 feet thereof.

Except that portion conveyed to Skagit County for road purposes by instrument recorded May 10, 1988 under Auditors File No. 8805100012, records of Skagit County, Washington.

3. **PERSONAL PROPERTY;** It does not contain any personal property of any type.
4. **PRICE;** Buyer agrees to pay Sixty Five Thousand Dollars (\$65,000.00) with no other assumed obligations.
5. **PAYMENT TERMS;** Payments shall be \$500 or more each month starting no later than the

1<sup>st</sup> of January 2014 for a period of 10 yrs (120 months) until January 1<sup>st</sup> 2024, at which time it will be renegotiated or, the remaining sum of principle & interest will become due at once.

6. LATE PAYMENTS; A \$25 fee will be accessed for any late payments after the 10<sup>th</sup> of the month.
7. FAILURE OF THE BUYER TO MAKE PAYMENTS; Non Payment after 30 days will accelerate the interest on the remaining balance of principle to 24% after legal notice by hand or, of registered letter, by the seller. After 90 days nonpayment &, after legal notice by hand or registered letter from the seller, all remaining principle shall be due at once.
8. NONPAYMENT OF TAXES, INSURANCE & UTILITIES CONSTITUTING LIENS; If the buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Sellers interest under Contract. Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 15% of the amount thereof plus any cost & attorney's fees incurred in connection with making such payments
9. RISK OF LOSS; Buyer shall bear the risk of loss for destruction of property. Any such loss shall not relieve the Buyers from any of the Buyers obligations pursuant to this Contract.
10. AGRICULTURAL USE; If this property is to be used for agricultural purposes Buyer agrees to conduct farm & livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take reasonable action to conserve soil, crop, trees & livestock.
11. COMDEMNATION; Seller & Buyer may each appear as owners of an interest in the property in any such action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation & 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 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.
12. DUTIES & OBLIGATIONS: The parties shall have the following duties and obligations;
  - a) The seller is able to remain on the property rent free until which time his adjacent property to the south has legal water, septic and some form of electrical power. In no case shall this be longer than 6 months from the beginning of the 1<sup>st</sup> payment.



201409180063

Skagit County Auditor

\$74.00

9/18/2014 Page

2 of

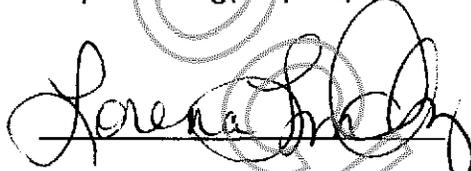
3 1:23PM

- b) Maintenance of the Property is the responsibility of the seller until he moves onto his adjoining piece to the south, at which time it reverts to the buyers. Property shall be maintained free of unsightly debris or untended animals.
- c) Property taxes and/or all governmental & nongovernmental fees of any type are the responsibility of the buyers and are not included in the monthly payments. ie. Assessments for utilities, building permits or fees associated with improvements &/ or fines of any type.
- d) The seller makes no claims as to the condition of the present septic system, well or power & any maintenance or repair of same is the responsibility of the buyers.
- e) The buyer may use the property in any way they see fit as long as it falls within present zoning or doesn't bring on actions by any governmental agencies.
- f) Should anything happen to the holder of this note i.e. death, the remainder of the note is forgive in return for the payee's help to the holders son Riley Mehrer, to complete the projects on the adjoining piece to the south. If both father & son perish then the help would be given to the individual in receipt of the Mehrer estate.
- g) As this parcel & the holders parcel to the south are in development. The holder is granted future easements for power and or alternate power & water as needed, as long as they are not in conflict with any structures of the payee. Once these are established no future easement need be granted unless agreed upon by both parties.

CONVEYANCE: Upon completion of payments the buyer is entitled to title by way of a Warranty Deed and will be given such by hand or by mail within 30 days.

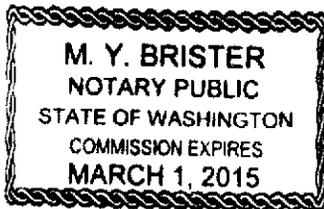
  
 Harold H Mehrer Jr/ Seller

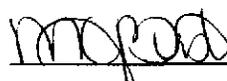
  
 Guy R Lindborg / buyer 8/1/13

  
 Lorena L Lindborg / buyer 8/1/13

Subscribed and sworn to before me this 7<sup>th</sup> day of March

~~2013~~ 2014  
 PCH



 M. Y. BRISTER  
 Notary Public Snohomish County  
 Washington

