

AFTER RECORDING RETURN TO:



BUZZARD O'ROURKE, P.S.
PO Box 59
314 Harrison Avenue
Centralia, WA 98531



201703080009

Skagit County Auditor

\$80.00

3/8/2017 Page

1 of

8 9:52AM

Document Title(s):

REAL ESTATE CONTRACT

Grantor(s) (Last, First, & Middle Initial):

ANDERSON, BALBINA (formerly CISNEROS, BALBINA)

Grantee(s) (Last, First, & Middle Initial):

VILLEGAS, ISRAEL and TOVAR, ADRIANA

Abbreviated Legal Description:

THUNDERBIRD CREEK PUD, LOT 1, ACRES 0.20

Assessor's Property Tax Parcel Number(s):

4691-000-001-0000

Other:

N/A

Reference Number(s) of Related Documents:

N/A

AFTER RECORDING RETURN TO:



BUZZARD O'ROURKE, P.S.

PO Box 59

314 Harrison Avenue

Centralia, WA 98531

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

2017878

MAR 08 2017

Amount Paid \$ 2,215.⁸⁰

Skagit Co. Treasurer

By *mm* Deputy

REAL ESTATE CONTRACT

1. **PARTIES AND DATE** This Contract is entered into this 31 day of JANUARY, 2017, by and between BALBINA ANDERSON, formerly BALBINA CISNEROS, a married woman as her separate estate, as Seller, and ISRAEL VILLEGAS and ADRIANA TOVAR, husband and wife, as Buyer.

2. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the following described real property in Skagit County, State of Washington (hereinafter referred to as the "Property"):

Legal Description:

Lot 1, "PLAT OF THUNDERBIRD CREEK P.U.D.," as per plat recorded in Volume 16 of Plats, pages 159 through 161, inclusive, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

Assessor's Property Tax Parcel Nos.: 4691-000-001-0000

3. **PERSONAL PROPERTY.** Personal property, if any, included in the sale is as follows: NONE.

4. **(a) PRICE.** Buyer agrees to pay Seller ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-SEVEN and 51/100ths DOLLARS (\$117,727.51).

(b) PAYMENT OF AMOUNT FINANCED BY SELLER. Buyer agrees to pay Seller the sum of ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-SEVEN and 51/100ths DOLLARS (\$117,727.51) as follows:

- a. The principal balance shall be amortized over a period of fifteen (15) years, and shall accrue interest at the rate of Four and 75/100ths Percent (4.75%) per annum, which results in equal monthly installment payments of NINE HUNDRED FIFTEEN and 72/100ths DOLLARS (\$915.72). Buyer shall pay Seller equal monthly installment payments of NINE HUNDRED FIFTEEN and 72/100ths DOLLARS (\$915.72).
- b. Notwithstanding the above, the entire balance of principal and interest is due in full on the last day of the 180th month following the month in which Seller and Buyer execute this Real Estate Contract.
- c. Monthly installment payments shall begin February 1, 2017. Subsequent monthly installment payments shall be due on or before the first (1st) day of each month thereafter.
- d. Payments shall first be applied to any fees or charges, then interest, and then to principal. Buyer's Payments shall be made to a collection account to be established at Skagit Bank. Seller shall provide Buyer, in writing, with necessary information to enable Buyer to make monthly installment payments to such collection account at Skagit Bank. Seller shall be responsible for any fees, costs or charges associated with such collection account.

5. **ASSUMED OBLIGATIONS.** Buyer is not assuming any obligations of Seller as a part of this transaction.

6. **OBLIGATIONS TO BE PAID BY SELLER.** At Closing, Seller shall pay any Skagit County Property Taxes which are then presently due and owing, and any other monetary encumbrances of record and pertaining to the Property.

7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to easements, tenancies, rights, reservations, covenants, conditions and restrictions, of record.

8. **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.

9. LATE CHARGES. If any payment on the purchase price is not made within five (5) days after the date it is due, Buyer agrees to pay a late charge of five percent (5%) of the delinquent amount, plus Ten and no/100ths Dollars (\$10.00) per day for each day a delinquency remains. Such late payment charge shall be in addition to all other remedies available to Seller.

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 Buyer in writing.

11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract.

12. 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.

13. INSURANCE. Buyer agrees to keep the property and 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 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.

14. 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 five percent (5%) of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition, AS-IS and WHERE-IS, and agrees to maintain the property in such condition as complies with all applicable laws. Buyer acknowledges intimate familiarity with the property, as a Lessee for more than twelve (12) consecutive months immediately prior to execution of this Contract.

16. RISK OF LOSS/INSURANCE. 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. Buyer shall keep the property and all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total Purchase Price. All policies shall be held by the Buyer, and be in such companies as the Seller may approve and have loss payable first to the Seller, in such amount to fulfill this Contract, and then to the Buyer. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Seller shall determine. In the event of forfeiture, all rights of the Buyer in insurance policies then in force shall pass to the Seller upon the property being forfeited.

17. WASTE. Buyer shall keep the property in good condition and repair; shall permit no waste thereof; shall complete any building, structure or improvement being built or about to be built thereon; shall restore promptly any building, structure or improvement thereon which may be damaged or destroyed; shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property, and shall not conduct any excavation, clearing or other alteration to the property without first obtaining written consent of Seller.

18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and 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 any reasonable action to conserve soil, crops, trees and livestock.

19. 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.

20. 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 RCW 61.30, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) termination of all right, title and interest in the property of the Buyer and all persons claiming through the Buyer; (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; (v) all improvements made to and unharvested crops on, in or about the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops 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 five percent (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 attorney's fees and costs.

(e) **Judicial Foreclosure.** Sue to foreclose this Contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specific 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.

22. **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.

23. **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.

24. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party in 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.

25. 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 4202 E. College Way, Mt. Vernon, WA 98273, and to Seller at 1514 Winterwood Drive, Centralia, WA 98531 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.

26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

27. SUCCESSORS AND ASSIGNS. The provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. ALTERATIONS. Buyer may make substantial alterations to the property or the improvements thereon without the prior written consent of Seller. However, Buyer shall give Seller written notice of any alterations.

29. ADDENDA. Any addenda attached hereto are a part of this contract.

30. 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.

31. INSPECTION. Upon twenty-four (24) hours' notice from Seller, Buyer shall permit Seller and/or Seller's agents, employees and assigns to enter the property at all reasonable times to inspect Seller's compliance with Seller's obligations herein. Buyer shall provide Seller a key to the gate, or any other instrument of access to the property as the case may be.

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

SELLER


BALBINA ANDERSON

BUYER

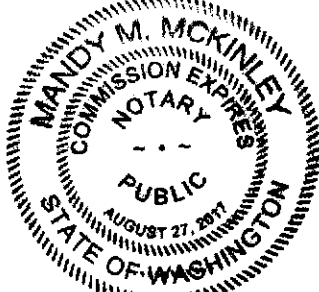

→
ISRAEL VILLEGAS

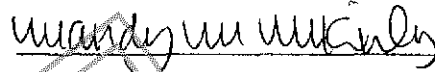

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ADRIANA TOVAR

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that BALBINA ANDERSON is the person who appeared before me, and said person acknowledged that she signed this *REAL ESTATE CONTRACT* and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 31st day of January, 2017.

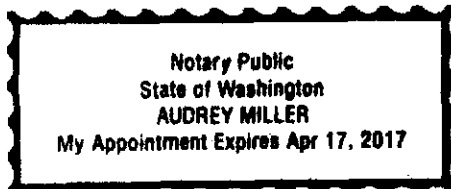


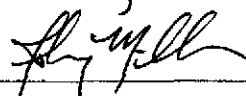

Notary Public in and for the State of Washington
Residing at: Centralia
My Commission expires: August 27, 2017
Printed Name: Mandy M McKinley

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ISRAEL VILLEGAS and ADRIANA TOVAR are the persons who appeared before me, and said persons acknowledged that they signed this *REAL ESTATE CONTRACT* and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 30th day of January, 2017.




Notary Public in and for the State of Washington
Residing at: Mt Vernon
My Commission expires: April 17, 2017
Printed Name: Audrey Miller