

When recorded return to:
Ronald Dow
P.O. Box 1605
Mount Vernon, WA 98273



201712210001

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Skagit County Auditor \$83.00
12/21/2017 Page 1 of 10 8:55AM

20175898
DEC 21 2017

Amount Paid \$ 1,785.⁰⁰
Skagit Co. Treasurer
By *Tulin* Deputy
Land Title and Escrow

01-162592-0

REAL ESTATE CONTRACT

GRANTOR: RONALD DOW, a single man

GRANTEES: JOSEPH W. NEFF and SARA B. NEFF, husband and wife

Legal Description: Lot B, SP97-0052, Ptn. NE, NE, S33, T33 N, R4E, W.M

Assessor's Tax Parcel No.: P113097, 330433-1-002-0100;
P113056, 330433-1-004-0200

1. PARTIES AND DATE. This Contract is entered into on the 20 day of December, 2017, between RONALD DOW ("Seller") and JOSEPH W. NEFF and SARA B. NEFF, husband and wife, ("Buyer" or "Purchaser")

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

P113097 / 330433-1-002-0100

Lot "B" of Skagit County Short Plat No. 97-0052, approved December 19, 1997, and recorded December 22, 1997, as Auditor's File No. 9712220118, in Volume 13 of Short Plats, pages 73 and 74, records of Skagit County, Washington.

Subject to easements, covenants, restrictions and encumbrances of record, if any.

Situated in Skagit County, Washington.

P113056 / 330433-1-004-0200

That portion of the following described Tract "X", which lies Easterly of that certain fenceline delineated as lying Westerly of the West line of Lot "B" of Skagit County Short Plat No. 97-0052, approved December 19, 1997, and recorded December 22, 1997, as Auditor's File No. 9712220118, in Volume 13 of Short Plats, pages 73 and 74, records of Skagit County, Washington.

TRACT "X": The West 485 feet of that portion of the Northeast ¼ of the Northeast ¼ of Section 33, Township 33 North, Range 4 East W.M., lying Northerly of the County road right-of-way known as the Starbird Road, running along the South line thereof, EXCEPT the North 396 feet thereof.

Subject to easements, covenants, restrictions and encumbrances of record, if any.

Situated in Skagit County, Washington.

Tax Parcel Number(s): P113097, 330433-1-002-0100; and P113056, 330433-1-004-0200.

3. PERSONAL PROPERTY. No personal property is included in the sale. No part of the purchase price is attributed to personal property.
4. (a) PRICE. Purchaser agrees to pay: \$100,000.00 Total Price
Less \$30,000.00 Down Payment
Results in \$70,000.00 Amount Financed by Seller.
- (b) *This section intentionally deleted.*
- (c) PAYMENT OF AMOUNT FINANCED BY SELLER.

ONE OF THE OPTIONS BELOW MUST BE SELECTED BY SELLER AND BUYER BY PLACING THEIR INITIALS NEXT TO THE CHOSEN OPTION.

(IF NEITHER OPTION IS INITIALLED OR BOTH OPTIONS ARE INITIALED OR ONLY PORTIONS OF ONE OR BOTH OPTIONS ARE INITIALED, THEN OPTION A SHALL BE DEEMED TO BE THE CHOSEN OPTION)

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OPTION A **SELLER'S INTIALS** _____

BUYERS' INITIALS _____

Purchaser agrees to pay the sum of Seventy Thousand and No/100's Dollars (\$70,000.00), as follows:

One Thousand and No/100's Dollars (\$1,000.00) on or before the 5th day of February 2018, including interest from the date of this Real Estate Contract at the rate of five percent (5%) per annum on the declining balance thereof; and a like amount on or before the 5th day of each and every month thereafter until paid in full. In the event of a default by Purchaser, interest shall accrue at the rate of 10% per annum from the date of default. Purchaser may not prepay any amount owed under this Contract.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN January 4, 2023.

Payments are applied first to interest and then to principal. Payments shall be made at Skagit Bank, 301 E. Fairhaven Avenue, Burlington, WA 98233 (the "payment processor") or such other place as the Seller may hereafter indicate in writing. Purchaser and Seller shall each pay one half of all costs to establish and maintain a collection account with such payment processor.

OPTION B **SELLER'S INTIALS** RRD

BUYERS' INITIALS JA SR

Purchaser agrees to pay the sum of Seventy Thousand and No/100's Dollars (\$70,000.00), as follows:

One Thousand Three Hundred Twenty Dollars and 99/100's Dollars (\$1,320.99) on or before the 5th day of February 2018, including interest from the date of this Real Estate Contract at the rate of five percent (5%) per annum on the declining balance thereof; and a like amount on or before the 5th day of each and every month thereafter until paid in full. In the event of a default by Purchaser, interest shall accrue at the rate of 10% per annum from the date of default. Purchaser may not prepay any amount owed under this Contract.

Payments are applied first to interest and then to principal. Payments shall be made at Skagit Bank, 301 E. Fairhaven Avenue, Burlington, WA 98233 (the "payment processor") or such other place as the Seller may hereafter indicate in writing. Purchaser and Seller shall each pay one half of all costs to establish and maintain a collection account with such payment processor.

5. *This Section intentionally deleted.*
6. *This Section intentionally deleted.*
7. *This Section intentionally deleted.*
8. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty 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 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 ten (10) days after the date it is due, Purchaser agrees to pay a late charge equal to 15% 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. *This Section intentionally deleted.*
11. **POSSESSION.** Purchaser is entitled to possession of the property from and after the date of this Contract.
12. **TAXES, ASSESSMENTS, ENCUMBRANCES AND UTILITY LIENS.** Purchaser agrees to pay by the date due all taxes and assessments becoming a lien 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 County or because Purchaser failed to take such actions as are necessary to continue such tax classification, Purchaser shall pay all such taxes and penalties.

Until all amounts owed under this Contract are paid in full, Purchaser shall provide Seller with proof of payment of real estate taxes within thirty (30) days of the date that such taxes are due.

Until all amounts owed under this Contract are paid in full, Purchaser shall not further encumber the Property.

13. **INSURANCE.** Purchaser agrees 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 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 Seller 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. 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.

Purchaser shall provide proof of insurance to Seller, which insurance must be effective as of the date of this Contract. Purchaser shall, at all times, maintain such insurance in full force and effect. Purchaser shall provide proof to Seller of payment of all premiums for such insurance within thirty (30) days prior to the due date for such premiums.

14. **NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS.**

If Purchaser 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 Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 15% 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 or 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.

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.

17. **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 farm 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.

Purchaser agrees that until such time as all amounts owed under this Contract are paid in full, Purchaser may not cut or remove more than 25% of the evergreen trees located on the Property as of the date of this Contract and which evergreen trees may only be cut for the purpose of constructing a driveway and a residence. All proceeds from the sale of any timber removed from the Property shall be the property of Seller and shall immediately be paid to the Seller for application to the amounts owed under this Contract.

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. 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 Installments. 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 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 Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 15% 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 Contract, 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 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. 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 2911 Arapaho Place, Mount Vernon, WA 98273 and to the Seller at P.O. Box 1605, Mount Vernon, WA 98273, 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. 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. *This section intentionally deleted.*
29. ALTERATIONS. Purchaser shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

30. DUE ON SALE. If Purchaser, without written consent of Seller, (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) permits a forfeiture 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 or declare the entire 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 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 transferee 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 transferee.

31. *This Section intentionally deleted.*

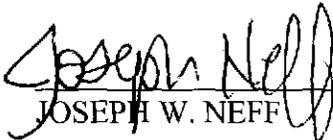
32. *This Section intentionally deleted.*

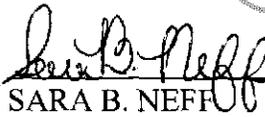
33. *This Section intentionally deleted.*

34. 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 Purchaser.

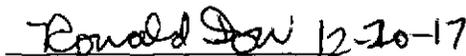
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

PURCHASERS:


JOSEPH W. NEFF 12/20/17

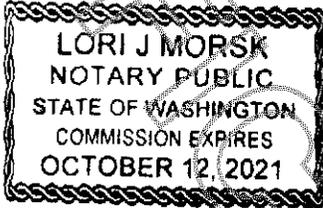

SARA B. NEFF 12/20/17

SELLER:


RONALD DOW 12-20-17

State of Washington)
) ss
County of Skagit)

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



Dated: 12/20/17

[Signature]
(Signature)

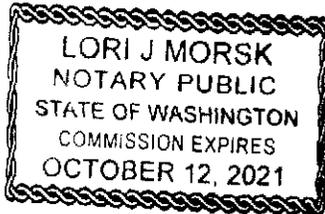
NOTARY PUBLIC
Lori J. Morsk

Print Name of Notary

My appointment expires: 10/12/21

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOSEPH W. NEFF is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12/20/17

[Signature]
(Signature)

NOTARY PUBLIC
Lori J. Morsk

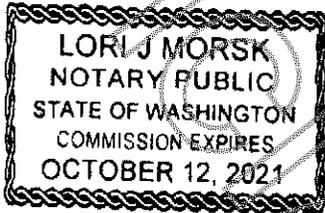
Print Name of Notary

My appointment expires: 10/12/21

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that SARA B. NEFF is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/20/17
[Signature]



(Signature)
NOTARY PUBLIC
Lori J. Morsk
Print Name of Notary
My appointment expires: 10/12/21