

Return Address:



Skagit County Auditor

3/14/2018 Page

1 of 13 4:24PM

\$86.00

Document Title(s):

real estate contract

Reference Number (if applicable): 166764

Grantor(s):

☐ additional grantor names on page ____

1. Nicholas Quesnell

2. Cheryl Quesnell

Grantee(s):

☐ additional grantee names on page ____

1. Gery Ervin

2. Laureen Ervin

Abbreviated legal description:

☐ full legal on page(s) ____

Lt 2 "PUD of Pleasant Ridge East"

Assessor Parcel / Tax ID Number:

☐ additional parcel number(s) on page ____

P117269

Real Estate Contract^{P13}

THIS CONTRACT FOR DEED (this "Agreement") dated this ~~15th~~ day of March, 2018

14th P13

BETWEEN:

Nicolas R. Quesnell of 4043 NE 196th Street, Lake Forest Park, WA 98155, and

Cheryl D. Quesnell of 4043 NE 196th Street, Lake Forest Park, WA 98155

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2018995
MAR 14 2018

(collectively the "Seller")

OF THE FIRST PART

Amount Paid \$ 4,366.00
Skagit Co. Treasurer
By *mam* Deputy

AND

Gary A. Ervin of 1626 292nd Place NE, Carnation, WA 98014, and

Laureen A. Ervin of 1626 292nd Place NE, Carnation, WA 98014

(collectively the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

SALE OF PROPERTY

1. On the ~~15th~~ day of March, 2018, the Seller, for and in consideration of the sum of \$245,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:
Lot 2, "P.U.D. OF PLEASANT RIDGE EAST ", as per plat recorded on October 12, 2000, under Auditor's File No. 200010120025, records of Skagit County, Washington.
TOGETHER WITH an undivided 1/5th interest in Lot 6 of said plat.

Situated in the County of Skagit, State of Washington.

Tax Parcel Number(s): 4762-000-002-0000, P117269 (the "Premises").

PURCHASE PRICE

2. The purchase price (the "Purchase Price") of the Premises is \$245,000.00. The Purchaser agrees to pay \$85,000.00 upon execution of this Agreement and the balance of the Purchase Price being payable in annual payments, beginning on December 15, 2018 until the Purchase Price is paid in full. See paragraph 32 for additional description.

INTEREST CHARGES

3. Interest of 4% per year will be computed for the entire calendar year and added to the principal.

LUMP SUM PAYMENTS

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

PROPERTY TAXES AND ASSESSMENTS

5. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

INSURANCE

6. The Purchaser is hereby advised and understands that the Premises is not insured by the Seller for either damage or loss to the structure, mechanical or improvements to the Premises, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that insurance coverage is required by the Seller, and the Purchaser should inquire with the Purchaser's insurance agent regarding a policy of insurance for the Premises and provide a copy of such policy to the Seller once it is in place. Failure to insure the Premises is a violation of this Agreement and may result in the termination of the Agreement.

7. The Purchaser is responsible for maintaining liability insurance on the Premises for protection of the Purchaser, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.
8. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon the request of the Seller.

PURCHASER'S DEFAULT

9. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 60 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 60 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 60 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
10. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.
11. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
12. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

SELLER'S RIGHT TO REINSTATE AGREEMENT AFTER DEFAULT

13. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:

- (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
 - (ii) cure any defaults that have occurred; and
 - (iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
14. All payments made under the preceding provision must be made in a form acceptable to both parties.

ASSIGNMENT OR SALE OF THE PREMISES

15. Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

DEED AND EVIDENCE OF TITLE

16. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

DISCLOSURE REQUIREMENTS

17. The Purchaser and the Seller shall make all disclosures required by law.

NOTICES

18. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

Gary A. Ervin of 1626 292nd Place NE, Carnation, WA 98014, and

Laureen A. Ervin of 1626 292nd Place NE, Carnation, WA 98014.

If to the Seller:

Nicolas R. Quesnell of 4043 NE 196th Street, Lake Forest Park, WA 98155, and

Cheryl D. Quesnell of 4043 NE 196th Street, Lake Forest Park, WA 98155.

CHARGES FOR LATE PAYMENT

19. In the event the Purchaser pays an annual installment payment after it becomes due, there will be a late fee of \$2,000.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the annual installment owing.

CONVEYANCE BY SELLER

20. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

SECURITY

21. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

TIME OF THE ESSENCE

22. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

ATTORNEY FEES

23. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

ENTIRE AGREEMENT

24. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

AMENDMENTS

25. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

WAIVERS

26. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

SEVERABILITY

27. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Washington (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
28. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

INTERPRETATION

29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

JOINT AND SEVERAL LIABILITY

30. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

HEIRS AND ASSIGNS

31. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

ADDITIONAL CLAUSES

32. The remaining balance of \$160,000.0 will be payable in up to 8 annual payments as follows - \$20,000.00 of principle plus the annual accrued interest at 4.0% per annum of the current years balance to be paid December 15th of each calendar year , starting with December 15th 2018. i.e. the payment due 12/15/18 is \$20,000.00 plus $291/365 \times .04 \times \$160,000 = \$25,102.47$.
There will be no penalty for early payment of principal.
33. No improvements of any kind shall be made to the property prior to full and final payment.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this ~~15th~~ ^{14th} day of March, 2018.

Witness: _____ (Sign) Nicolas R. Quesnell

(Print) Nicolas R. Quesnell (Seller)

Witness: _____ (Sign) Cheryl D. Quesnell

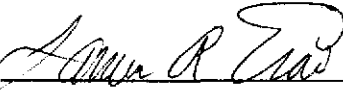
(Print) Cheryl D. Quesnell (Seller)

Witness: _____ (Sign) G. A. Ervin

(Print) Gary A. Ervin (Purchaser)

Witness: _____

(Sign) _____



(Print) Lauren A. Ervin (Purchaser)

SELLER ACKNOWLEDGMENT

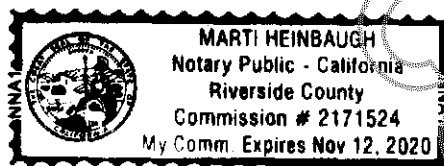
STATE OF CALIFORNIA

COUNTY OF Riverside

On this 13th day of March, 2018, before me, Marti Heinbaugh, Notary Public
personally appeared: Nicolas R. Quesnell, and Cheryl D. Quesnell, who proved to me on the basis of
satisfactory evidence to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities, and that by their
signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

Marti Heinbaugh

(print name)

PURCHASER ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Snohomish

On this day personally appeared before me Gary A. Ervin, and Laureen A. Ervin, to me known to be the individual sdescribed in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

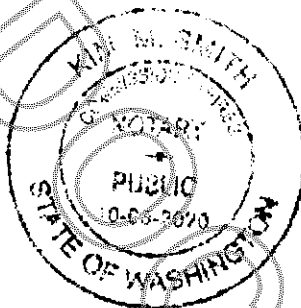
Given under my hand and official seal this 15th day of March, 2018.

Kim M. Smith

Notary Public

Resides at: MOUNT VERNON

My commission expires: 10-6-2020



Drafted by: Nicolas R. Quesnell of
4043 NE 196th Street, Lake Forest Park, WA
98155

Return to: _____ of

Schedule "A-1"

01-166764-O

DESCRIPTION:

Lot 2, "P.U.D. OF PLEASANT RIDGE EAST," as per plat recorded on October 12, 2000, under Auditor's File No. 200010120025, records of Skagit County, Washington.

TOGETHER WITH an undivided 1/5th interest in Lot 6 of said Plat.

Situate in the County of Skagit, State of Washington.