

UNOFFICIAL DOCUMENT



Skagit County Auditor
3/28/2018 Page 1 of 4 \$127.00
3:26PM

Document Title: Amendment to a Real Estate Contract

Reference Number: 201309160061

Grantor(s): additional grantor names on page ___

1. Ruth Moore

2.

Grantee(s): additional grantee names on page ___

1. Shandi Smith

2.

Abbreviated legal description: full legal on page(s) 3.

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

P40080 P40083

I, Shandi Smith, am hereby requesting an emergency non-standard recording for an additional fee 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. Recording fee is \$74.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Shandi Smith

Dated 3-28-18

After recording mail to:
Ruth Moore
9079 Harrison Road
Sedro Woolley, WA 98284

Filed for Record at Request of:
Shandi Smith
9179 Harrison Road
Sedro Woolley, WA 98284

Grantor: Ruth Moore
Grantee: Shandi J. Smith
Re: Tax Parcel 40800

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20181212
MAR 28 2018

Amount Paid \$0
Skagit Co. Treasurer
By *ndm* Deputy

Amendment to a Real Estate Contract

Amending Skagit County Auditor's File No. 201309160061

P40080 P40083

This is amendment (hereinafter referred to as Amendment) to the above referenced real estate contract (hereinafter referred to as Contract) is entered into this 15 day of March, 2018 between Ruth Moore, as her separate property as "Grantor" and Shandi J. Smith, as her separate property as "Grantee."

The Grantor and Grantee entered into the above referenced real estate contract on September 12, 2013 and both parties have determined that it needs to be amended. The purpose of this Amendment is to adjust the terms and conditions. Following are the reasons and actions taken with this Amendment:

1. Parties Previously Included: The name Roy E. Smith was included in the Contract. As part of a divorce decree between Roy E. Smith and Shandi J. Smith, Roy E. Smith quit-claimed all of his interest in the real estate described in that Contract to Shandi J. Smith but the name of Roy E. Smith, Jr. was not eliminated from the Contract with Ruth Moore. With this Amendment, his name is deleted.
2. Renegotiated Terms: The terms of the loan identified in the Contract have been renegotiated. The new terms between them are identified in a Promissory Note which has been separately created and signed by the parties. The terms and conditions described in this Amendment are included in that Promissory Note by reference and the terms of the Promissory Note are included in this Amendment by reference.
3. Right of Life Estate: As part of this Amendment, the Grantee acknowledges an existing verbal commitment wherein the Grantor retains a "Reservation of Life Estate" for approximately one (1) acre to be used by the Grantor for the placement of her mobile home and accessory dwellings without any charge or remuneration. This Life Estate gives the Grantor the right to live on and occupy that location until her death.
4. Identified Secured Property: The Contract identified two parcels of property as security and it has been decided that only one parcel is needed. The legal descriptions of those parcels are provided in attached Exhibit A. Parcel 40080 (See Exhibit A, Parcel A) is retained as security for the Contract. Parcel 40083 (See Exhibit A, Parcel B) is eliminated as security.
5. Right to Reacquire the Secured Property: The Grantee gives the Grantor the option to purchase the property secured by this Amendment if the Grantee decides to sell it.

All other terms of the aforementioned Contract remain in place.

Signatures

In witness whereof the parties have signed and sealed this Replacement Contract the day and year first above written

Ruth Moore
Ruth Moore

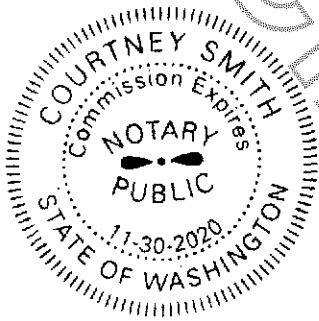
Shandi J. Smith
Shandi J. Smith

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

ss.

On this day personally appeared before me the Grantor, Ruth Moore to me known as the individual described in and who executed the within three (3) page instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes mentioned herein.

SUBSCRIBED AND SWORN to before me this 15 day of March, 2018.



Courtney Smith

NOTARY PUBLIC for Washington

COURTNEY SMITH

Printed Name

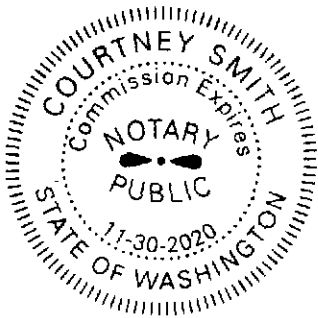
Residing in: Burlington, WA
My Commission Expires: 11-30-20

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

ss.

On this day personally appeared before me the Grantee Shandi J. Smith, to me known as the individual described in and who executed the within and foregoing three (3) page instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes mentioned herein.

SUBSCRIBED AND SWORN to before me this 15 day of March, 2018.



Courtney Smith

NOTARY PUBLIC for Washington

COURTNEY SMITH

Printed Name

Residing in: Burlington, WA
My Commission Expires: 11-30-20

EXHIBIT "A"**PARCEL "A":**

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 35 North, Range 5 East, W.M.

EXCEPT the West 20 feet as conveyed to Skagit County for road purposes by deed recorded April 4, 1922, under Auditor's File No. 84198, and

EXCEPT that portion lying within the as-built and/or established right-of-way of Burmaster Road along the North line thereof, and

EXCEPT the following described tract:

Beginning at the center point of the North line of said Section 21;
thence East 176 feet;
thence South 490 feet;
thence West 176 feet;
thence North 490 feet to the point of beginning

PARCEL "B":

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 35 North, Range 5 East, W.M.

EXCEPT the West 20 feet thereof as conveyed to Skagit County for road purposes by deed recorded April 4, 1922, under Auditor's File No. 84199.

All situate in the County of Skagit, State of Washington.