

When recorded return to:

Guardian Northwest Title & Escrow
1301B Riverside Dr, PO Box 1667
Mount Vernon, WA 98273
360-424-0111



201909300280

09/30/2019 04:05 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

GUARDIAN NORTHWEST TITLE CO.
REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM) **19-3263**

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.

1. PARTIES AND DATE. This Contract is entered into on September 30, 2019 Between
Barbara L. Ralston and David M. Ralston, wife and husband, and Donna M. Bell and Dennis Lee Bell, wife
and husband as "Seller" and Franklin C. Roberts and Emily M. Roberts, a married couple, as "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:

Abbreviated legal: PTN E1/2 SE1/4 SEC 8 - TWN 35N-RNG 11E, W.M.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20194275
SEP 30 2019

For Full Legal See Attached Exhibit A

Tax Parcel Number(s): P45969 / 351108-0-013-0110

Amount Paid \$ 1882.90
Skagit Co. Treasurer
By [Signature] Deputy

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

NONE

No part of the purchase price is attributed to personal property.

4. PRICE. Purchaser agrees to pay:

	\$	<u>105,500.00</u>	Total Price
Less	\$	<u>50,000.00</u>	Down Payment
Less	\$	<u>0.00</u>	Assumed Obligation (s)
Results in	\$	<u>55,500.00</u>	Amount Financed by Seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS
DUE IN FULL NOT LATER THAN January 31, 2021

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$55,500.00 as follows:
\$ 27,750.00 or more at Purchaser's option on or before the 31st day of January, 2020.

and \$27,750.00 on or before January 31, 2021 until paid in full

THE ENTIRE PRINCIPAL IS DUE IN FULL NO LATER THAN January 31, 2021

Payments are applied to principal. Payments shall be made at

**\$13,875.00 Payable to Barbara Ralston & David Ralston, 92 Honeycomb Lane, Bellingham,
WA 98229;**

**\$13,875.00 Payable to Donna M Bell and Dennis L Bell, 357 Blanchard Rd, Centralia, WA
98531**

or such other place as the Seller may hereafter indicate in writing.

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. ATTORNEYS' 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 , , and to Seller at , 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. ~~OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Purchaser may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Purchaser owns free and clear of any encumbrances. Purchaser hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.~~

SELLER

INITIALS:

PURCHASER

29. OPTIONAL PROVISION -- 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.

SELLER

INITIALS:

PURCHASER

B L K DMD
J O L B OMB

J C R
E M R

30. OPTIONAL PROVISION -- 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 foreclosure or trustee or sheriff's 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 condemner agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

PURCHASER

B L K DMD
J O L B OMB

J C R
E M R

31. ~~OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Purchaser elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Purchaser agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.~~

SELLER

INITIALS:

PURCHASER

32. ~~OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.~~

The payments during the current year shall be \$ _____ per _____.

Such "reserve" payments from Purchaser shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Purchaser and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Purchaser agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

PURCHASER

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

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.

SELLER:

Barbara L. Ralston
Barbara L. Ralston

Donna M Bell
Donna M Bell

David M. Ralston
David M. Ralston

Dennis L. Bell
Dennis Lee Bell

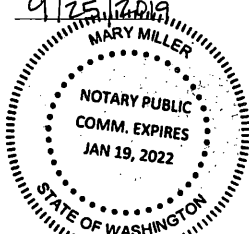
PURCHASER:

Franklin C. Roberts
Franklin C. Roberts

Emily M. Roberts
Emily M. Roberts

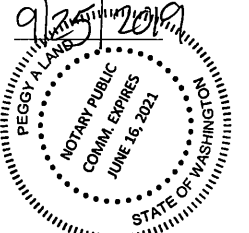
STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Barbara L. Ralston and David M. Ralston are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9/25/2019

Printed Name: Mary Miller
Notary Public in and for the State of Washington
Residing at Stanwood
My appointment expires: 01.19.2022

STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Donna M. Bell and Dennis Lee Bell are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9/25/2019

Printed Name: Peggy A Land
Notary Public in and for the State of Washington
Residing at Stanwood
My appointment expires: June 16, 2021

STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Franklin C. Roberts and Emily M. Roberts are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

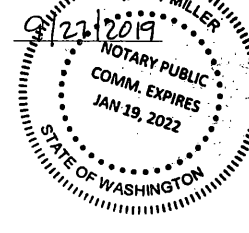
Date: 9/22/2019

Printed Name: Mary Miller
Notary Public in and for the State of Washington
Residing at Stanwood
My appointment expires: 01.19.2022

EXHIBIT "A"
Property Description

Buyer(s): Franklin C. Roberts and Emily M. Roberts

Property Address: 61791 Cascade River Road, Marblemount, WA 98267

PROPERTY DESCRIPTION:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF A LINE THAT IS 300 FEET NORTH OF THE CENTERLINE OF THE CASCADE HIGHWAY AND LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE NORTH LINE OF THE CASCADE HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID HIGHWAY A DISTANCE OF 700 FEET TO THE POINT OF BEGINNING OF THE LINE BEING DESCRIBED; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION TO A POINT WHICH IS 300 FEET NORTH OF THE CENTERLINE OF SAID HIGHWAY BEING THE TERMINAL POINT OF THE LINE BEING DESCRIBED.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY OF CASCADE HIGHWAY.

AND EXCEPT THE WEST 120 FEET THEREOF.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.