

202003130040

03/13/2020 09:55 AM Pages: 1 of 12 Fees: \$114.50
Skagit County Auditor

When recorded return to:
Benner-Rothboeck
1008 5th Street
Anacortes, Washington 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 13 2020

Amount Paid \$
Skagit Co. Treasurer
By Deputy

**REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

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 this 9th day of ~~February~~ March 2020, between **Jennie Lindberg, personal representative of the estate of Mary Ann Lindberg as "Seller" and Teresa Brum, a single woman as her sole and separate property, as "Purchaser."**
2. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller an eighty percent (80%) interest the following described real estate in Skagit County, State of Washington:

The North 10 feet of Lot 20, all of lots 21 and 22, and the south 5 feet of Lot 23, Block 7, "HENSLEY'S SECOND ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 3 of Plats, page 55, records of Skagit County, Washington, EXCEPT the West 10 feet thereof conveyed to the City of Anacortes by Deed recorded under Auditor's File Number 535332, records of Skagit County, Washington.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Tax Parcel Number: **P57495**. XrefID: **3795-007-023-0001**.

Real Estate Contract – Lindberg/Brum
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3. **NOTE REGARDING PARTIAL SALE:** The Purchaser is a twenty percent (20%) beneficiary of the Estate of Mary Ann Lindberg, the Seller. As such, the Purchaser is taking, as part of her inheritance, a twenty percent interest in the property subject to this sale and the Purchaser is purchasing the remaining eighty-percent interest from the estate. This section should not be construed to limit the Purchaser's inheritance to twenty percent of the subject property as the purchaser is also entitled to twenty percent of the other assets of the estate of Mary Ann Lindberg.
4. **PERSONAL PROPERTY.** No personal property is included in this sale. No part of the purchase price is attributed to personal property.
5. **PRICE AND FINANCING.**
- a. **PRICE:** Purchaser agrees to pay: Two-hundred seventy-thousand and forty-eight dollars (\$270,048). This amount is the total price.
There is no down payment required for this sale.
There are no assumed obligations related to this sale.
This results in the full amount of two-hundred seventy-thousand and forty-eight dollars (\$270,048) being financed by the Seller.
- b. **PAYMENT OF AMOUNT FINANCED BY SELLER:** Purchaser agrees to pay the sum of \$270,048 as follows:

Twelve-hundred dollars (\$1,200.00), or more at Purchaser's option, on or before March 1, 2020, including interest from March 1, 2020 at the rate of three percent (3%) per annum on the declining balance, and a like amount or more on or before the first day of each and every month thereafter until paid in full.

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the amount financed by seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN JULY 31, 2027.

Payments are applied first to interest and then to principal. Payments shall be made by direct deposit to Banner Bank, routing number ending in 1076 to account ending 1261, or such other place as the Seller may hereafter indicate in

writing. Seller agrees to privately provide Purchaser with full account payment information.

6. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** Not applicable.

7. **PRIOR ENCUMBRANCES AND OBLIGATIONS**

- a. OBLIGATIONS TO BE PAID BY SELLER: **Not applicable.**

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM

- b. EQUITY OF SELLER PAID IN FULL: **Not applicable.**

- c. FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES: **Not applicable.**

8. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property may be subject to encumbrances including the possibility of undisclosed and/or unknown tenancies, easements, restrictions, and reservations, these encumbrances may be in addition to the obligations assumed by Purchaser and the obligations being paid by Seller pursuant to this Agreement, and regarding any such undisclosed and/or unknown encumbrances, the Purchaser agrees as follows:

THE PURCHASER TAKES FULL RESPONSIBILITY FOR COMPLETELY INVESTIGATING THE PROPERTY AND THE RECORD, AND ANY ENCUMBRANCES ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO TENANCIES, EASEMENTS, RESTRICTIONS AND RESERVATIONS (INCLUDING ANY SUCH ENCUMBRANCES NOT OF RECORD) NOT OTHERWISE ADDRESSED IN THIS AGREEMENT SHALL BE ASSUMED BY THE PURCHASER AND BE THE SOLE RESPONSIBILITY OF THE PURCHASER.

9. **FULFILLMENT DEED.** Upon payment of all amounts due, Seller agrees to deliver to Purchaser a Personal Representative's Bargain and Sale 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.

10. **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 5% 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.
11. **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 Purchaser in writing.
12. **POSSESSION.** Purchaser is entitled to possession of the property from and after the date of this Contract or at closing, whichever is later, subject to any tenancies described in paragraph 7.
13. **TAXES, ASSESSMENTS, 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 of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
14. **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 balances owed on obligations assumed by Purchaser 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 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 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 Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.

15. **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 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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 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.
21. **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 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 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.
- 22. **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.
- 23. **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.
- 24. **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.
- 25. **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.
- 26. **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 **300 W. 8th Street, #322, Vancouver, Washington 98660** and to the **Seller at 3007 Federal Avenue, Everett, Washington 98201** 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.

27. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.
28. **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.
29. **OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Not Applicable.
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 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. **For clarity, the Purchaser and Seller specifically agree that leases of the property that are less than three years in duration (including options for renewals) do not require permission from the Seller and do not enable the Seller to take raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable.**

SELLER

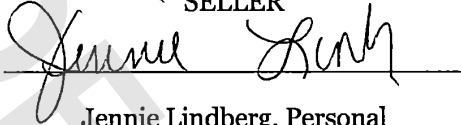
INITIALS:

PURCHASER

31. **OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** Not applicable.
32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** Not applicable.
33. **ADDENDA.** Any addenda attached hereto are a part of this Contract. See "Addenda A" the Agreement between the heirs of the estate of Mary Ann Lindberg.
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.

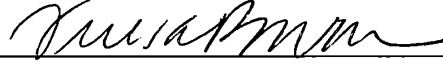
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER



Jennie Lindberg, Personal
Representative of the
Estate of Mary Ann Lindberg

PURCHASER



Teresa Brum


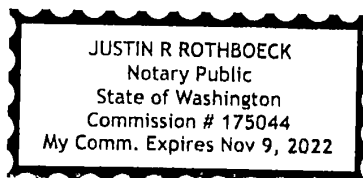
STATE OF WASHINGTON

SS

COUNTY OF SKAGIT

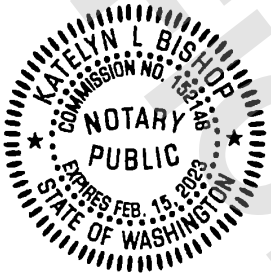
I certify that I know or have satisfactory evidence that **Jennie Lindberg, acting in her capacity as the Personal Representative for the Estate of Mary Ann Lindberg**, is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 9th of February 2020.


MANCE
Justin Rothboeck
Notary Public in and for the State of Washington
Residing at Anacortes, Washington
My appointment expires: November 9, 2022

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

Dated this 21 of February 2020.



Katelyn L Bishop
Signature

Katelyn L Bishop
Printed name

Notary Public in and for the State of Washington

Residing at Vancouver

My appointment expires: 2/15/2023



SUPERIOR COURT OF THE STATE OF
WASHINGTON FOR SKAGIT COUNTY

FILED
Skagit County Clerk
Skagit County, WA
11/05/19

Estate of MARY ANN LINDBERG:	No. 19-4-00360-29
	LETTERS TESTAMENTARY

I. BASIS

1.1 The last will of MARY ANN LINDBERG late of SKAGIT County, State of WASHINGTON was duly exhibited proven and recorded in this court on November 05, 2019.

1.2 In that will JENNIE ANN LINDBERG is named personal representative.

1.3 The personal representative has qualified.

II. CERTIFICATION

THIS IS TO CERTIFY THAT JENNIE ANN LINDBERG is authorized by this court to execute the will of the above decedent according to law.

DATED on this the 5th day of November, 2019.

MELISSA BEATON
COUNTY CLERK AND CLERK OF THE SUPERIOR COURT

Kristen Denton, Deputy Clerk

III. CERTIFICATE OF COPY

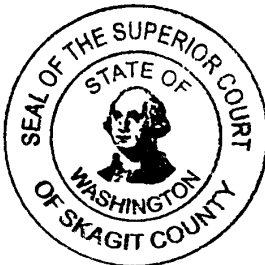
STATE OF WASHINGTON |
COUNTY OF SKAGIT | ss

I, MELISSA BEATON, Clerk of the Superior Court of Skagit County, certify that the above is a true and correct copy of the Letters Testamentary in the above-named case which was entered of record on November 05, 2019.

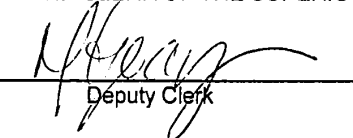
I further certify that these letters are now in full force and effect.

DATED: 3-13-2020

MELISSA BEATON
COUNTY CLERK AND CLERK OF THE SUPERIOR COURT



BY


Deputy Clerk