

After recording, return to:

James L. Kotschwar
Attorney at Law
PO Box 1593
Oak Harbor, WA 98277

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2021-368

Jan 27 2021

Amount Paid \$3765.00
Skagit County Treasurer
By Chelsea Stalcup Deputy

REAL ESTATE CONTRACT

GNW 20-9132

1. The effective date of this contract is **January 10, 2021**. **SELLERS, JAY C. BRAND and BARBARA J. BRAND**, husband and wife, agree to sell to **BUYERS, JIMMIE R. BAKER, III, and JACQUELINE E. BAKER**, husband and wife, and **BUYERS** agree to buy from **SELLERS**, the real property in Skagit County, Washington, which is described as follows:

Lots 15 through 17, Block 3, "HENSLEY'S SECOND ADDITION TO ANACORTES", as per plat recorded in Volume 3 of Plats, Page 55, records of Skagit County, Washington.

(Skagit County Assessor's tax parcel no. P57418)

2. **PURCHASE PRICE AND CONTRACT PAYMENT.** The purchase price is two hundred thirty-five thousand dollars, U.S. (\$235,000.00). The entire purchase price, with interest commencing to accrue on January 10, 2021, at the rate of four percent (4%) per annum on the diminishing principal balance, shall be paid as provided herein.

BUYERS shall make monthly installment payments calculated on an amortization of 30 years, with payment in full on or before the fifth (5th) anniversary of the date of this contract. The first monthly payment in the amount of one thousand one hundred twenty-one and ninety-three one-hundredths dollars, U.S. (\$1,121.93), or more at **BUYERS'** election, shall be due from **BUYERS** to **SELLERS** on or before February 10, 2021. Subsequently, **BUYERS** shall pay to **SELLERS** the same amount, or more, on or before the tenth (10th) of each calendar month thereafter until the contract balance is paid in full.

AS STATED ABOVE, NOTWITHSTANDING THE FOREGOING, ALL AMOUNTS OWING ACCORDING TO THE TERMS OF THIS CONTRACT ARE TO BE PAID IN FULL ON OR BEFORE THE JANUARY 10, 2026.

If any payment required by this contract is not made within five (5) days from the date it is due, **BUYERS** agree to pay a late charge in the amount of one hundred dollars, U.S. (\$100). The late payment charge shall be in addition to all other remedies available to **SELLERS** and the first amounts received from **BUYERS** after such late charges are due shall be applied to the late charges.

BUYERS may prepay all or a portion of the indebtedness evidenced by this contract at any time without penalty and with a savings of interest.

All payments shall be made to such address as designated and directed by **SELLERS**.

3. **POSSESSION.** BUYERS shall be entitled to possession of the subject premises as contract purchasers as of the date of this contract.

4. **ASSESSMENTS AND TAXES.** From the date of this contract forward, BUYERS shall pay before delinquency, all taxes, assessments, utility charges, and construction charges levied or assessed against the property. In the event that BUYERS fail to pay when due any such taxes, assessments, or charges, SELLERS, may, without the obligation to do so, make such payment. In the event that SELLERS make any such payment, BUYERS shall promptly reimburse SELLERS. If BUYERS fail to reimburse SELLERS for any such taxes, assessments, or charges so paid by SELLERS, such amount(s) shall be added to and be secured in the same manner as the unpaid contract balance, and shall be considered in default of BUYERS' performance of their obligations under this contract.

5. **INSURANCE.** BUYERS shall keep the house and other improvements on the property continuously insured under fire and extended coverage policies in an amount not less than the balance due to SELLERS under this contract. Such insurance shall be issued by such companies as the SELLERS may approve, with loss payable first to SELLERS as their interest may then appear, and then to BUYERS. The BUYERS shall provide proof of insurance to the SELLERS annually. In the event of forfeiture, all rights of BUYERS in any such insurance policies then in force shall pass to SELLER.

6. **IMPROVEMENTS.** All improvements now or hereafter made to or placed on the property shall comply with applicable law and regulation, and any applicable covenants and restrictions.

7. **LIENS, CHARGES AND ENCUMBRANCES.** BUYERS shall pay, before delinquency, any debts, liens, charges, or encumbrances hereafter lawfully imposed on the property, and shall not allow any part of the property to become subject to liens, charges, or encumbrances without the prior written approval of the SELLERS.

8. **CONDITION AND PROTECTION OF PREMISES.** BUYERS shall maintain the property and all improvements now or later placed on the property in a good state of repair, and shall not allow the dumping of any hazardous or toxic wastes thereon.

9. **USE OF PROPERTY.** BUYERS shall not make or allow any unlawful use of the property.

10. **CONDEMNATION.** If any part of the subject property is lawfully condemned, any award made for the taking shall be deemed to be the property of BUYERS, but shall be paid to SELLERS to apply to any amounts then still owing under this contract, with the remainder of the award, if any, to be paid to BUYERS.

11. **ASSIGNMENT OR TRANSFER.** All amounts owing under this contract shall become immediately due and payable in full in the event that BUYERS assign this contract, or in any manner transfer their interest in the subject property, without the prior written approval of SELLER, which approval SELLERS may grant or withhold in their sole discretion.

12. **DOCUMENTS OF TITLE.** When BUYERS have fully performed this contract, SELLERS shall execute and deliver to BUYERS a statutory warranty fulfillment deed conveying the real property. The covenants of warranty in said deed shall not apply to any encumbrances assumed by BUYERS or to defects in title arising subsequent to the date of this contract by, through, or under persons other than SELLERS.

13. **REMEDIES.** Time is of the essence of this contract. If BUYERS fail to make any payment or perform any obligation hereunder, SELLERS shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

13.1 To forfeit this contract under Ch. 61.30 RCW (Revised Code of Washington), in which event, without limiting any remedies of SELLERS as provided by the said statute, all right, title and interest of BUYERS and parties claiming an interest in the real and/or personal property subject to this contract shall be canceled and terminated, all prior payments shall be retained by the payee thereof, all improvements shall be forfeited, and SELLERS shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of Ch. 59.12 RCW.

13.2 To declare all amounts payable under this contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney fees; provided, if within thirty (30) days after commencement of such action, BUYERS cure the default(s) and pay to SELLERS the SELLERS' actual attorney's fees incurred and other taxable costs of suit, this contract shall be reinstated.

13.3 To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

13.4 To commence an action for specific performance of BUYERS' obligations under this contract (including redress by either a mandatory or prohibitive injunction).

13.5 If BUYERS are in default under this contract and abandon the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, SELLERS may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.


14. **NONWAIVER.** Failure of SELLERS to insist upon strict performance of BUYERS' obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by SELLERS of strict performance thereafter of any of BUYERS' obligations under this contract, and shall not prejudice SELLERS' remedies as provided herein or by law or equity.

15. **ATTORNEY FEES AND COSTS.** In the event of a lawsuit between the parties to this contract related to the terms of this contract and/or the enforcement thereof, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney fees and costs.

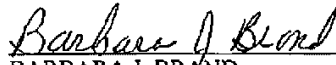
16. **BINDING EFFECT.** This agreement shall be binding upon and shall run to the benefit of the parties, and/or the legal representatives, successors, and/or legal assignees thereof.

SELLERS:

BUYERS:

 1-26-2021
JAY C. BRAND (date)

 1-26-2021
EMMIE R. BAKER, III (date)

 1-26-2021
BARBARA J. BRAND (date)

 1-26-21
JACQUELINE E. BAKER (date)

STATE OF WASHINGTON)
) ss.
 County of Skagit)

This certifies that on the 26 day of January, 2021, personally appeared JAY C. BRAND and BARBARA J. BRAND, to me known to be the individuals who executed the foregoing instrument, and acknowledged the same as their free and voluntary act and deed, on behalf of themselves, and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

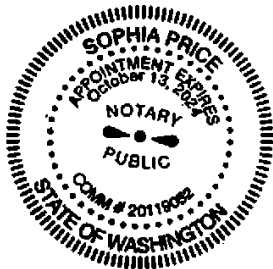


Kim Smith
Kim Smith (print name)
 Notary Public in and for the State of
 Washington, residing at MOORE VILLAGE
 My commission expires 10-08-2024.

STATE OF WASHINGTON)
) ss.
 County of Skagit)

This certifies that on the 26 day of January, 2021, personally appeared JIMMIE R. BAKER III and JACQUELINE BAKER, to me known to be the individuals who executed the foregoing instrument, and acknowledged the same as their free and voluntary act and deed, on behalf of themselves, and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Sophia Price
SOPHIA PRICE (print name)
 Notary Public in and for the State of
 Washington, residing at ANACORTES
 My commission expires 10-13-2024.