

WHEN RECORDED RETURN TO:

Kathleen Wadland
17290 Golden View Avenue
La Conner, WA 98257
01-184338-OE

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.

REAL ESTATE CONTRACT**(RESIDENTIAL)**

1. PARTIES AND DATE. This Contract is entered into on 21st day of February
2022 between Kathleen A. Wadland, a single individual as "Seller"

and

John F. Valliere-Douglass and Jennifer L. Valliere-Douglass, husband and wife as "Buyer".

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to
purchase from Seller the following described real estate in Skagit County, State of Washington.
Located at 17318 Golden View Avenue, La Conner WA 98257

Legal Description: Lot 4 and the South 20 feet of Lot 5, Block 3, "WAGNER'S HOPE
ISLAND ADDITION," as per plat recorded in Volume 6 of Plats, page 12, records of Skagit
County, Washington.

Situate in the County of Skagit, State of Washington

Parcel Number: P70224

XrefID: 4036-003-005-0009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2022-850

Mar 04 2022

Amount Paid \$12455.00
Skagit County Treasurer
By Lena Thompson, Deputy

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

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

4. (a)PRICE. Buyer agrees to pay:

\$750,000.00 Total Price

Less (~~\$75,000.00~~) Down Payment

Less (~~\$68,000.00~~) Down Payment

Less (\$ NONE) Assumed Obligation(s)

Results in \$607,000.00 Amount Financed by Seller.

(c)PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$607,000.00 as follows:

\$75,000.00 annually or the amount agreed upon between the parties on or before the 15th day of December, 2022 and a like amount or more on or before the 15th day of each and every December thereafter until paid in full. Seller will provide annual summary of payments made and balance due to the buyer by December 30th of each year.

Both parties agree there is no interest on the outstanding obligation.

Note: Fill in the date in the following two lines only if there is an early cash out date.

**NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL IS
DUE IN FULL NOT LATER THAN DECEMBER 15th 2031.**

Payments shall be made to the Bank of America account established by the Seller and described below.

Bank of America Advantage Savings: ** * 8088**

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

5. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer 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.

6. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause 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 Buyer in writing.

7. POSSESSION. Buyer is entitled to immediate possession of the property

8. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all real estate property taxes and assessments together with any utility charges assessed against the property. Buyer 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. Buyer 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, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer

may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

9. INSURANCE. Buyer 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 Buyer 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 Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer 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 the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

10. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer 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 Buyer 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.

11. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his 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. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

12. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

13. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

14. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer 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 Buyer 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.

15. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Forfeit Buyer'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 Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer'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) Buyer shall be required to surrender possession of the property, improvements and unharvested crops to the Seller 10 days after the forfeiture.

(b) Acceleration of Balance Due. Given Buyer 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 thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, 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 attorneys' fees and costs.

(c) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

16. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

17. **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.

18. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' 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 attorneys' fees and costs incurred in such suit or proceedings.

19. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at **1132 NW 63rd Street Seattle, WA 98107**, and to Seller at **17290 Golden View Avenue La Conner, WA 98257** 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.

20. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.

21. **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 Buyer.

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

23. 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 Buyer.

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

Signatures:

Kathleen A. Wadland DATE: 2-21-22
KATHLEEN A. WADLAND
SELLER

John F. Valliere-Douglass DATE: 2-25-22
JOHN F. VALLIERE-DOUGLASS
BUYER

Jennifer L. Valliere-Douglass DATE: 2-25-22
JENNIFER L. VALLIERE-DOUGLASS
BUYER

STATE OF WASHINGTON)

SS.

COUNTY OF SKAGIT)

On this 21 day of February, 2022 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared KATHLEEN WADLAND known to me to be the individual(s) described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes herein mentioned.

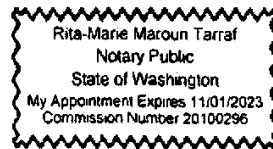
R. M. Maroun Tarraf

Printed Name: Rita-Marie Maroun Tarraf

Notary Public in and for the State of Washington

Residing at Bellingham, WA

My appointment expires 11-01-2023



STATE OF WASHINGTON)

SS.

COUNTY OF SKAGIT)

On this 25th day of February, 2022 I certify that I know or have satisfactory evidence that JOHN F. VALLIERE-DOUGLASS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

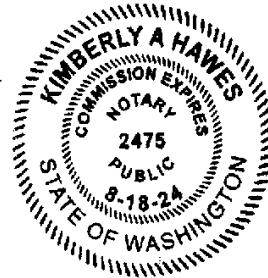


Printed Name: Kimberly A. Hawes

Notary Public in and for the State of Washington

Residing at Oak Harbor

My appointment expires August 18, 2024




STATE OF WASHINGTON)

ss.

COUNTY OF SKAGIT)

On this February day of February, 2022 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared JENNIFER L. VALLIERE-DOUGLASS known to me to be the individual(s) described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes herein mentioned.


Printed Name: Kimberly A. Hawes

Notary Public in and for the State of Washington

Residing at Oak Harbor

My appointment expires August 18, 2024

