



202412090035

12/09/2024 10:17 AM Pages: 1 of 8 Fees: \$310.50  
Skagit County Auditor

When recorded return to:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2024 3196  
DEC 09 2024

Amount Paid \$ 3334.62  
Skagit Co. Treasurer  
By LT Deputy

REAL ESTATE CONTRACT

1. PARTIES AND DATE. This Contract is entered into on July 01, 2016 between Scott K. Bucher and Linda J. Bucher as "Seller" and Alvie Neutin Moore and Jacquelyn Renee Black as "Purchaser."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real estate commonly described as 46745 Baker Loop Road in Skagit County, State of Washington, and legally described as follows:

LOT 22, CEDARGROVE ON THE SKAGIT, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 9 OF PLATS, PAGES 48 THROUGH 51, RECORDS OF  
SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax Parcel Number(s): P64083 / 3877-000-022-0008

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

\_\_\_\_\_  
\_\_\_\_\_

4. (a) PRICE. Purchaser agrees to pay: One Hundred and Thirty Thousand Dollars  
(\$130,000) Total Price

Less Forty Thousand Dollars (\$40,000) Down Payment

Results in Ninety Thousand Dollars (\$90,000) as Amount Financed by Seller.

## PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$90,000 as follows:

\$ 759.47 + Escrow or more at purchaser's option on or before the 5th day of July, 2016, including interest from July 1, 2016 at the rate of 6% per annum on the declining balance thereof; and a like amount or more on or before the 5<sup>th</sup> day of each and every month thereafter until paid in full.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN June 5, 2031.

Payments are applied first to interest and then to principal. Payments shall be made at see cover letter or such other place as the Seller may hereafter indicate in writing.

5. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty 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.
6. PRIOR ENCUMBRANCES. Buyer acknowledges that Seller has informed Buyer that there is a deed of trust recorded against the property. Seller is the Grantor and Wells Fargo Bank is the Grantee under that deed of trust. Buyer understands this Agreement may cause (a) a breach, (b) accelerated payments, or (c) an increased interest rate under the above noted deed of trust. Buyer understands that all of his/her rights under this contract are subordinate to the rights of Wells Fargo Bank in the property under the above mentioned deed of trust. The parties agree that this real estate contract will remain unrecorded until the above note prior encumbrance is paid off by Seller, at which point this real estate contract may be recorded by either party. Seller agrees to pay-off the loan from Wells Fargo that is secured by the above noted deed of trust within seven (7) years of the date of this contract.

SELLER

INITIALS:

PURCHASER

Scott Bucher Scott Bucher

CS JES JACQUEEN BUCHER CS JES JACQUEEN BUCHER

Linda Bucher Linda Bucher

AB on ALVIN MORE AB on ALVIN MORE

7. 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.

8. POSSESSION. Purchaser is currently in possession of the property as a tenant.
9. PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller all of the real estate taxes and assessments and fifty percent (50%) of the homeowner's insurance premium as will approximate the amount due during the current year and following years based on Seller's reasonable estimate.

The payments during the current year shall be \$ see cover letter per month. 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 according to the above allocation 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
<u>Scott Tucker Scott Tucker</u>	<u>KS</u>	<u>James G. Rack</u>
<u>Linda Bucher Linda Bucher</u>	<u>LB</u>	<u>on ALIC it was also in name</u>

10. UTILITIES: Purchase agrees to pay all utility charges for utilities serving the property by the due dates.
11. CONDITION OF PROPERTY. Purchaser accepts the property in its present condition and acknowledges that Seller has 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.
12. 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.
13. 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.
14. 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.

15. 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. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, <sup>AB</sup> and by regular first class mail to Purchaser at PO Box 635 Concrete, WA 98237 and to the Seller at 17837 SE 19nd Dr. Renton, WA 98058 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.
22. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
23. 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.
24. 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

Scott Bucher Scott BucherAB on [Signature]Linda Bucher Linda BucherAB on [Signature]

25. 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 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 condemnor 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

Scott Bucher ~~Scott Bucher~~ AB on ~~1/1/19~~ 1/1/19  
Linda Bucher Linda Bucher AB on 1/1/19 in more clear manner

26. 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

PURCHASER

Scott Bucher ~~Jack Bucher~~  
Linda Bucher ~~Alinda Bucher~~

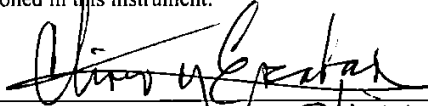
STATE OF WASHINGTON

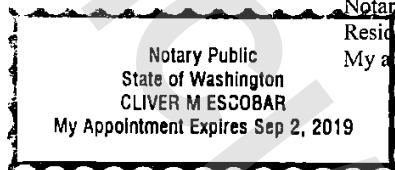
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COUNTY OF

I certify that I know or have satisfactory evidence that **Alvie Neutin Moore** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

  
Notary name printed or typed: Cliver M Escobar  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 09/02/19



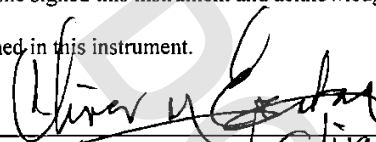
STATE OF WASHINGTON

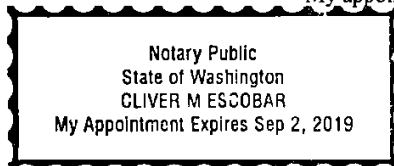
ss.

COUNTY OF

I certify that I know or have satisfactory evidence that **Jacquelyn Renee Black** 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:

  
Notary name printed or typed: Cliver M Escobar  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 09/02/19



STATE OF WASHINGTON

ss.

COUNTY OF

I certify that I know or have satisfactory evidence that **Scott K. Bucher and Linda J. Bucher** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

Notary name printed or typed: *Cliver M Escobar*Notary Public in and for the State of *Washington*Residing at *Mount Vernon*My appointment expires: *09/02/19*