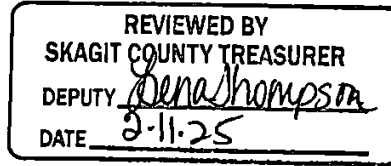




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02/11/2025 10:12 AM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor



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

SELLER: CAUGHLIN, LLC, a Washington limited liability company

BUYER: BELLA RUIZ, Heir and PAUL SILVA, Heir, now deceased as Successors in Interest of RAYMOND SILVA, a single person, deceased

LEGAL DESCRIPTION: Ptn Lots 2, 4 & 6, Blk 4, West Mt. Vernon

TAX PARCEL ID #: P54817 / 3767-004-006-0102

REFERENCE # 201710250051

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 was entered into on September 28, 2015, between Pamela M. Kutscher, Successor Trustee of the JAMES M. CAUGHLIN and PATRICIA A. CAUGHLIN LIVING TRUST, dated January 18, 2000 as “Seller” and RAYMOND SILVA, a single person as “Buyer” and later assigned by Pamela M. Kutscher, Trustee of the James M. Caughlin and Patricia A. Caughlin Living Trust to CAUGHLIN, LLC, a Washington limited liability company by Assignment of Real Estate Contract dated October 11, 2017 and recorded October 25, 2017 under Skagit County Auditor’s File No. 201710250051.
2. **Whereas** the Buyer, RAYMOND SILVA, died on July 7, 2019 and his mother, BELLA RUIZ is willing to assume this contract, as Buyer and Successor in interest.
3. **PARTIES AND DATE.** This contract is entered into on August 30, 2024 between CAUGHLIN, LLC, a Washington limited liability company as “Seller” and BELLA RUIZ, a married woman as to her separate property, “Buyer”. JESSICA CAUGHLIN as Personal Representative of the ESTATE OF PAUL SILVA, deceased, by signature below, releases any interest Paul Silva as heir or

successor of Raymond Silva, may have or had in the property located at 215 and 215½ Baker Street, City of Mount Vernon, State of Washington and the Seller, CAUGHLIN, LLC releases the Paul Silva and his heirs, from any and all obligations under this Real Estate Contract.

4. **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:

The South 30 feet of the following described parcel:

Lots 2, 4 and 6, Block 4 "WEST MT. VERNON, SKAGIT CO.," as per plat recorded in Volume 2 of Plats, page 81, records of Skagit County, Washington.

Except the West 10 feet of Lot 6.

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

6.

- a. **PRICE.** Buyer agrees to pay \$80,000.00 Total Price with no down payment and no assumed obligations resulting in \$80,000.00 Financed by this Contract.

- b. **PAYMENT OF AMOUNT FINANCED BY SELLER.** Buyer agrees to pay the sum of \$74,765.89 as follows: \$550.00, or more at Buyer's option on or before the 1st day of September, 2024, including interest from date of closing at the rate of 5.5% per annum on the declining balance thereof; and a like amount or more, on or before the same day of each and every month thereafter until paid in full.

Payments are applied first to interest and then to principal. Payments shall be made by ACH debit to Evergreen Note Servicing, PO Box 280, Sumner, Washington 98390 or such other place as the Seller may hereafter indicate in writing.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN APRIL 1, 2045.

7. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer, BELLA RUIZ, a Quit Claim 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 Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
8. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of

the amount of such payment. Such late payments charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

9. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract.
10. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith, contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as a 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.
11. **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.
12. **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.
13. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, their 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.

14. **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.
15. **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.
16. **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 Buyers 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.
17. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant, or condition of this Contract, Seller may:
 - a. **SUE FOR INSTALLMENTS.** Sue for any delinquent periodic payment; or
 - b. **SPECIFIC PERFORMANCE.** Sue for specific performance of any Buyer's obligations pursuant to this Contract; or
 - c. **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: all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; the Buyer's rights under the Contract shall be cancelled; 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; all improvements made to and unharvested crops on the property shall belong to the Seller; and Buyer 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 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 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.

18. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 17 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
19. **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 or cured.
20. **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.
21. **ATTORNEY'S 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.
22. **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 20416 E. Stackpole Rd., Mount Vernon, WA 98274 and to Seller at 11564 Camino Del Diablo, Yuma, AZ 85367, 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 Evergreen Note Servicing at PO Box 280, Sumner, WA 98390 or other institution receiving payments on the Contract.
23. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.
24. **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.
25. **DUE ON SALE.** If Buyer, without written consent of Seller, conveys, sells, leases, assigns, contracts to convey, sell, lease or assign, grants an option to buy the property, permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer'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. A lease of less than three years (including options for renewals), a transfer to a spouse or child of Buyer, 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.

26. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written and 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.

SELLER

BUYER

Pamela M. Kutscher
By: _____
Caughlin, LLC

Bella A. Ruiz
Bella Ruiz, Heir and Successor to
Raymond Silva, deceased

Jessica Caughlin
Jessica Caughlin, Administrator
Estate of Paul Silva

STATE OF ~~WASHINGTON~~) Arizona
) ss.:
COUNTY OF ~~SKAGHT~~) Yuma


I certify that I know or have satisfactory evidence that Pamela Kutscher is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as manager of CAUGHLIN, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 30 day of August, 2024.



[Signature]
NOTARY PUBLIC, in and for the State of Arizona
Residing at: 11689 S Foothill Blvd
My appointment expires: Aug 23 2026

Younis Marsh Gilbert
NOTARY PUBLIC, in and for the State of Washington
Residing at: Burlington, WA
My appointment expires: 1-29-25


 NOTARY PUBLIC, in and for the State of Washington
 Residing at: Peoples Bank M/VLC
 My appointment expires: 11/12/2027



Right to Manage Natural Resource Lands Disclosure

Skagit County's policy is to enhance and encourage Natural Resource Land management by providing County residents notification of the County's recognition and support of the right to manage Natural Resource Lands, e.g., farm and forest lands.

Skagit County Code 14.38.030(2) requires, in specified circumstances, recording of the following disclosure in conjunction with the deed conveying the real property:

This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County.

A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.

In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands.

Washington State Law at RCW 7.48.305 also establishes that:

...agricultural activities conducted on farmland and forest practices, if consistent with good agricultural and forest practices and established prior to surrounding nonagricultural and nonforestry activities, are presumed to be reasonable and shall not be found to constitute a nuisance unless the activity or practice has a substantial adverse effect on public health and safety. ...An agricultural activity that is in conformity with such laws and rules shall not be restricted as to the hours of the day or day or days of the week during which it may be conducted.