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Skagit County Auditor

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1008 5th Street
Anacortes, Washington 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2025 3915
OCT 30 2025

Amount Paid \$
Skagit Co. Treasurer
By KD Deputy

ASSIGNMENT AND MODIFICATION OF REAL ESTATE CONTRACT

SELLER:	THOMAS D. FOUTS AND JUDITH H. FOUTS, husband and wife.
ORIGINAL BUYER:	DANIEL I. SNELL AND OLIVIA M. SNELL, husband and wife.
ASSIGNEE BUYER:	OLIVIA M. COLE (who took title as OLIVIA M. SNELL) as a single woman
PARCEL NUMBERS:	P65892 and P65841
XRef IDs:	3926-003-057-0001 and 3926-003-009-0000
Abbreviated Legals:	(P65892) LOT 57, BLOCK 3, HOLIDAY HIDEAWAY NO. 1, RECORDED IN VOLUME 8 OF PLATS, PAGES 36 TO 42, RECORDS OF SKAGIT COUNTY, WASHINGTON. (P65841) LOT 9, BLOCK 3, HOLIDAY HIDEAWAY NO. 1, RECORDED IN VOLUME 8 OF PLATS, PAGES 36 TO 42, RECORDS OF SKAGIT COUNTY, WASHINGTON.
CROSS REFERENCES:	Real Estate Contract being assigned: Auditor's file number 201305010021, dated April 29, 2013. Decree of Dissolution: Skagit County Superior Court, cause number 21-3-00517-29, decree and FOFCOL entered May 22, 2022.

LEGAL DESCRIPTION OF BOTH THE SUBJECT PARCELS:

Lots 9 and 57, Block 3, Holiday Hideaway No. 1, as per plat recorded in Volume 8 of Plats, pages 36 through 42, inclusive, records of Skagit County, Washington.

Located in the County of Skagit, State of Washington.

Such parcels are subject to the covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including but not limited to those shown on any recorded plat or survey and as described in Exhibit A to the Statutory Warranty Deed vesting title in Thomas D. Fouts and Judith H. Fouts, husband and wife, recorded under Skagit County Auditors File 201302010090 and dated January 29, 2013.

RECITAL: Pursuant to the Decree of Dissolution entered in Skagit County Superior Court cause 21-3-00517-29 between Daniel I. Snell and Olivia M. Snell, under which Ms. Snell legally changed her name to Oliva M. Cole, Skagit County Parcels P65892 and P65841 (“the Property” herein) were awarded to Ms. Cole. Such parcels were subject to a real estate contract dated April 29, 2013, and recorded on May 1, 2013, under Skagit County Auditor’s File number 201305010021 (“the Original Real Estate Contract” herein). Pursuant to the Decree of Dissolution, Daniel I. Snell and Oliva M. Cole wish to complete the transfer of the Property to Ms. Cole by assigning the Original Real Estate Contract solely to Ms. Cole. Thomas D. Fouts and Judith H. Fouts, husband and wife (“the Seller” herein) hereby consent to this assignment. Concurrent with this assignment, Ms. Cole (“the New Buyer” herein) and the Sellers wish to modify certain portions of the Real Estate Contract. Mr. and Ms. Fouts, Mr. Snell and Ms. Cole are collectively identified herein as “the Parties”.

I. ASSIGNMENT

By signing below, the Parties hereby assign the Original Real Estate Contract to Oliva M. Cole as the only buyer, the New Buyer. Each right, responsibility and interest in the Property contained in the Real Estate Contract and attributable to the Buyers now solely belong to the New Buyer except as modified by this instrument. Daniel M. Snell hereby assigns, releases, conveys and quits all his interest under the Original Real Estate Contract and in the Property, and further assigns all legal and equitable interests under the Original Real Estate Contract and in the Property, if any, to the New Buyer. Such an assignment by Mr. Snell also applies to all after acquired interest, if any. The Original Real Estate Contract is hereby modified so any reference to the Buyers collectively now only applies to Ms. Cole. Such modification includes, but is not limited to, the Seller’s responsibility to execute and record a fulfillment deed upon payments of all amounts due to the Sellers. Such fulfillment deed shall list the New Buyer as the only grantee and vest title exclusively in the New Buyer.

II. MODIFICATIONS TO THE ORIGINAL REAL ESTATE CONTRACT

In addition to the assignment and modifications described directly above, the New Buyer and the Sellers (and excluding Mr. Snell) wish to modify the Original Real Estate Contract. These modifications should be interpreted as happening immediately after the Assignment detailed above and Mr. Snell is not a party to such modifications. The “old language” is included only for reference to make the changes clear to the reader. The “new language” hereby replaces the old language.

1. The old language of paragraph 4(a) reads:

PRICE. Buyer agrees to pay:

i.	\$217,000	Total Price
ii. Less	(\$ -0-)	Down Payment

iii. Less	(\$ -0-)	Assumed
iv. Results in	\$217,000	Financed

The new language of paragraph 4(a) shall read:

PRICE. Based on the payments already made, certain payments made by the Seller on behalf of the Buyers, certain double payments from the Buyer, and some mutual uncertainty about the total amount due, the New Buyer and the Sellers have agreed that the amount left owing from the New Buyer to the Sellers is **one-hundred and sixty-three thousand one-hundred and eleven dollars and twenty cents (\$163,111.20 USD)**. The New Buyer and the Seller each waive any claim related to the amount due as of the date this Assignment and Modification is signed and agree that the benefit of a set amount is adequate consideration for their agreement to waive any such claims.

2. The old language of paragraph 4(b) reads:

PAYMENT OF THE AMOUNT FINANCED BY SELLER. Buyers agree to pay the sum of \$217,000 as follows: \$1,175 or more at Buyers' option on or before the 1st day of June, 2013, including interest from May 1, 2013 at the rate of 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.

[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 THE PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN MAY 1, 2013.

Payments are applied first to interest and then to principal. Payments shall be made at Trust Accounting Center, Anacortes, WA or such other place as the Sellers may hereafter indicate in writing. Parties to split cost equally.

The new language of paragraph 4(b) shall read:

PAYMENT OF THE AMOUNT FINANCED BY SELLER. The New Buyer agrees to pay the sum of **\$163,111.20** as follows: **\$1,076.46** or more at the New Buyer's option on or before the 1st day of September, 2025, including interest from September 1, 2025 at the rate of 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.

The monthly payment amount is based on a 20-year term at amount of interest stated.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF THE PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN AUGUST 30, 2045.

Payments are applied first to interest and then to principal. Payments shall be made to the Sellers. Such payments shall either be by Zelle or by direct deposit into a financial account owned by the Sellers. From time to time the Seller may designate a new account for deposits but shall provide notice in writing to the New Buyer 20-days or more in advance.

III. BINDING ON HEIRS AND ASSIGNS: Paragraph 24 on page five of the Original Real Estate Contract indicates that the agreement is binding on heirs, successors and assigns of both Parties. This provision is not modified. However, the Parties wish to make clear that the Sellers are elderly and will almost certainly not be alive in 2045. For this reason, the following is added to then end of paragraph 24:

The Parties wish to make clear that upon the death of the Sellers, the New Buyer may continue to pay on the Real Estate Contract in the same manner as set forth herein, without any acceleration of the balance, until the end date of this contract in 2045. Regardless of the disposition of this contract from the estates of the Sellers, the individual or individuals who inherit this interest are bound by its terms and the Buyer may continue to make payments on the schedule contained herein.

IV. REAFFIRMATION

Except for the modifications expressed herein, the Parties reaffirm all other aspects of the Original Real Estate Contract.

Dated this 29 day of Aug 2025.

Thomas D. Fouts
Thomas D. Fouts - Seller

Dated this 29 day of August 2025.

Judith H. Fouts
Judith H. Fouts - Seller

STATE OF WASHINGTON)
)
) SS.
COUNTY OF SKAGIT)

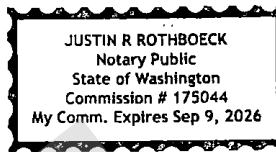
On this day personally appeared before me **Thomas D. Fouts and Judith H. Fouts**, to me known to be the individuals described in and who executed the within and foregoing instrument and each acknowledged that he and she signed the same as his and her free and voluntary act and deed and acting for the uses and purposes therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of AUGUST 2025.

Justin Rothboeck
Notary Signature

JUSTIN ROTHBOECK

Notary Print Name
Notary Public in and for the State of Washington.
Residing at ANACONTES, Washington.
My appointment expires SEP. 9, 2026.



Dated this 24 day of September 2025.

Olivia M Cole
Olivia M. Cole - New Buyer

STATE OF WASHINGTON)
)
) SS.
COUNTY OF SKAGIT)

On this day personally appeared before me **Olivia M. Cole**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed and acting for the uses and purposes therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of SEPTEMBER 2025.

Justin Rothboeck
Notary Signature

JUSTIN ROTHBOECK

Notary Print Name
Notary Public in and for the State of Washington.
Residing at ANACONTES, Washington.
My appointment expires SEP. 9, 2026.

