



REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 1st day of November, 1977
between Leonard J. Rezabek and Cynthia S. Rezabek, his wife, Leonard J. Rezabek having
been a single man at all times between July 29, 1969 and the date of his marriage to Cynthia S.
hereinafter called the "seller," and Thomas W. Walker and Gail A. Walker, his wife, Rezabek
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the
following described real estate, with the appurtenances, in Skagit County, State of Washington:

Tract 106, "First Addition Big Lake Water Front Tracts", as per plat recorded in
Volume 4 of Plats, page 15, records of Skagit County; except portions conveyed to Skagit
County for road purposes by instruments recorded March 2, 1955, and February 3, 1962
under Auditor's File No. 513926 and 618302, respectively.

SUBJECT TO: Right in the general public to the unrestricted use of all the waters of
a navigable body of water not only for the primary purpose of navigation, but also for
corollary purposes, all as further defined by the decisional law of this state; and,
Contract of sale recorded under Auditor's File No. 737579, which shall remain the
obligation of sellers herein.

The terms and conditions of this contract are as follows: The purchase price is Nineteen Thousand Five Hundred
and no/100----- (\$ 19,500.00) Dollars, of which
Two Thousand and no/100----- (\$2,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Seventy-three and 85/100 (\$73.85) or more at purchaser's option, the first payment
due on or before thirty days from date of closing, and a like amount every other week
thereafter until the entire remaining principal balance has been fully paid. Purchaser
further agrees to pay interest on the diminishing balance of said purchase price at the
rate of nine (9%) per cent per annum from the 1st day of November, 1977, which interest
shall be deducted from each installment payment and the balance of each payment applied
in reduction of principal.

Sellers make no representations regarding the issuance of a building permit for the
property which is being sold, as is, on a recreational use basis.

6128
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 9 1978
Amount Paid \$ 195.00
Mel Halgren, Co. Treas.
Deputy

All payments to be made hereunder shall be made at
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 1, 1977

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and arantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Right in the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes, all as further defined by the decisional law of the state.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Thomas W. Walker (SEAL)
Thomas W. Walker
Gail A. Walker (SEAL)
Gail A. Walker
Leonard J. Rezabek (SEAL)
Leonard J. Rezabek
Cynthia S. Rezabek (SEAL)
Cynthia S. Rezabek

STATE OF WASHINGTON, }
County of King } ss.

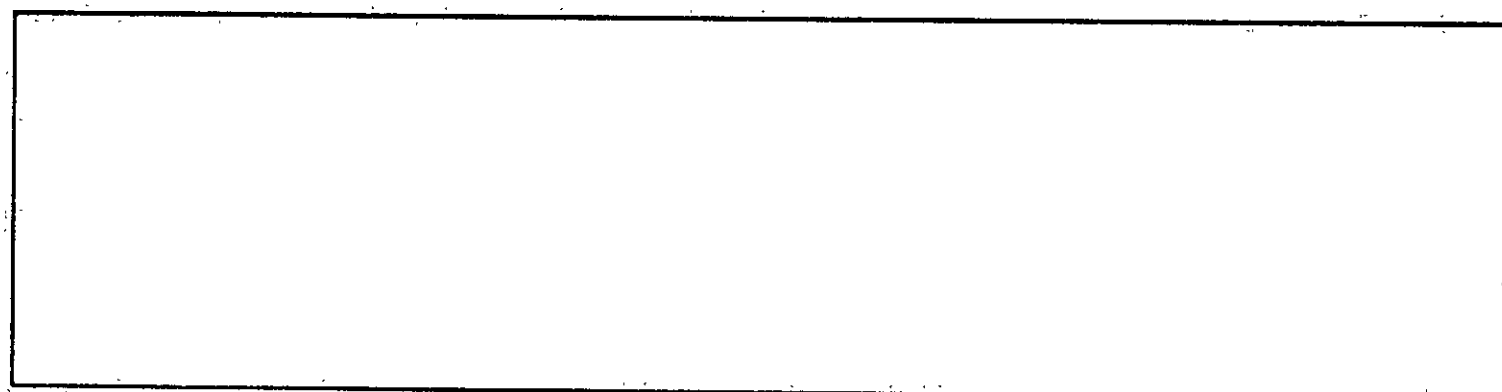
On this day personally appeared before me Leonard J. Rezabek and Cynthia S. Rezabek to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of November, 1977

Nargant In
Notary Public in and for the State of Washington
residing at Seattle

WHEN RECORDED, RETURN TO

873574



THIS SPACE RESERVED FOR RECORDER'S USE

SAFECO  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

Official Records
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"PERCOLATION TEST" DISCLOSURE/WAIVER FORM

SAFECO TITLE INSURANCE COMPANY
FOURTH & VINE BUILDING
P.O. BOX 21987
SEATTLE, WA 98111
TELEPHONE (206) 292-1550

(Prepared by the County and being distributed by SAFECO Title Insurance Company as an accommodation.)

King County Ordinance No. 1490 requires the following disclosure or alternative waiver form be completed prior to entry into a binding agreement to purchase. Three copies of each disclosure or alternative waiver must be prepared. One copy shall be retained by the prospective vendor; one copy shall be retained by the prospective purchaser. If the prospective purchaser enters into a binding agreement to purchase, the vendor shall file the third copy with the King County Department of Records and Elections when other documents are recorded.

A violation by any vendor or vendor's agent of any provision of Ordinance No. 1490 may result in assessment of a civil penalty in an amount not to exceed \$250.00 for each violation.

NOTICE TO PURCHASER

If there is no reasonable access to a public sanitary sewer system from the parcel you are thinking of buying, you must install a private sewer system approved by the King County Department of Health in order to build a house or any structure which will be used for human habitation. No building permits are issued for parcels which cannot have access to approved public or approved private sewer systems. No permit will be issued for and no septic tank systems may be located on this parcel unless it has been subjected to a percolation test within one year prior to application for a building permit. Even if a timely percolation test has been made, no permit will be issued and no septic tank system may be located on this parcel if the Department of Health has not approved the plan for and approved the installation of the private sewer system. Before you enter into an agreement to purchase this parcel, you should contact the King County Department of Health to determine the procedures for installing a private sewer system.

Your seller may have had a percolation test made on the parcel by a registered civil or sanitary engineer or certificated sewage disposal system designer. If so, that fact and the conclusions of the test appear below.

SELLER'S REPRESENTATIONS

PERCOLATION TEST. Seller must complete either Statement A or Statement B as appropriate.

A. My agent (Name of Agent) _____, a registered civil or sanitary engineer or certificated sewage disposal system designer, has conducted percolation tests on this parcel: (Legal Description)

Received for record at Feb 9 1978 4:48 PM
at request of Skagit Co. Title
Luella Henry, Auditor Skagit Co., Washington

The percolation test was conducted on (Date) _____. From the tests, my agent concluded that a septic tank system could _____ could not _____ be installed on this parcel in conformance with standards set by King County and in effect at the date of the test.

I represent that the statements above are true.

Seller's Signature _____ Date _____

B. No percolation tests have been conducted on this parcel: (Legal Description)

Tract 106, First Addition Big Lake Front Tracts, as per plat recorded in Volume 4 of Plats, page 15, records of Skagit County

I have no knowledge or information from which a determination can be made as to whether a septic tank system may be installed on this parcel, except as follows: (To be completed by seller.)

NONE

I represent that the statements above are true.

Seller's Signature _____ Date November 2, 1977

BUYER'S SIGNATURE

I have read this statement and understand its contents.

Prospective Purchaser's Signature _____ Date _____

WAIVER (IN THE ALTERNATIVE)

I have read this disclosure form and understand its contents. I waive vendor's disclosure:

Or Unconditionally

Upon the condition this sale will not be closed unless this parcel is subjected to a percolation test which meets the requirements of the King County Department of Health.

Prospective Purchaser's Signature _____ Date 11/2/77

TL-438 RI 5/74

Official Records

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