

7907270071 REAL ESTATE CONTRACT

3.00

H-65221

THIS AGREEMENT, made and entered into this 19 day of July, 1979, between

Reverend Chalden Hedman and Genevieve D. Hedman (wife) hereinafter called the "Seller" and Harold F. Hatfield and Rosalie J. Hatfield (wife) hereinafter called the "Purchaser."

WITNESSTH

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller the following-described real estate, situate in the

County of Skagit, State of Washington, to-wit LOT 127 BLOCK - DIV. 3 PLAT OF Cascade River Park

THE PURCHASE PRICE AND TERMS ARE:

Table with 7 rows: 1. CASH PRICE FOR LOT \$ 2,500.00; 2. DOWN PAYMENT \$ 250.00; 3. UNPAID BALANCE OF CASH PRICE [Amount Financed] \$ 2,250.00; 4. FINANCE CHARGE \$ 900.00; 5. TOTAL OF PAYMENTS [3 plus 4] \$ 3,150.00; 6. DEFERRED PAYMENTS PRICE [1 plus 4] \$ 3,400.00; 7. INTEREST RATE PER ANNUM 0%

Purchaseres agree to comply with all rules and regulations of the Cascade River Community Club.

Subject to park test within 60 days.

The unpaid balance, or amount financed shall be paid by PURCHASER in equal monthly installments of \$ 55.00 or more, beginning August 10, 1979 and continuing on the same day of each month thereafter until the unpaid balance with interest has been paid in full. The maximum number of monthly payments will be 90.

All payments to be made hereunder shall be at Holiday Collections, P.O. Box 25144 Northgate Station, Seattle, WA 98107 or at such other place as the Seller may direct in writing.

The Purchaser is entitled to take possession of said premises on date hereof.

The Purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises. In case the Purchaser shall fail to pay all taxes before delinquency, the Seller may make such payment and any amount so paid by the Seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the Purchaser on demand, all without prejudice to any other right the Seller might have by reason of such default.

The Purchaser agrees that full inspection of said described premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The Purchaser agrees to purchase the property hereinabove described subject to reservations, restrictions and easements of record.

The Seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute and deliver to the Purchaser a good and sufficient warranty deed of said described premises, subject to the exceptions hereinabove noted, and a standard policy of title insurance insuring the Purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the Seller to the said described premises or by reason of prior liens or encumbrances existing on the date hereof not assumed by the Purchaser under this agreement.

Time is of the essence of this contract, and in case the Buyer shall fail to make the payments above required, or any of them punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the Seller at its option may declare the entire balance of the purchase price, with interest thereon, due and payable, or rescind this contract, and in the event of such rescision, all payments made by the Buyer shall be taken and retained by the Seller, not as a penalty, but as and for liquidated damages for the breach of this contract, and the Seller shall have the right to re-enter and take possession of said premises together with any improvements or appurtenances thereon. Notice of forfeiture or exercise of any option hereunder to be mailed to the P.O. address of Buyer as shown on this contract unless notice in writing has been received by Seller of a change of said address.

In any suit or action to enforce any covenant of this contract, the Purchaser agrees to pay to the Seller 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, which sums shall be included in any judgment or decree entered in such suit.

Purchaser Harold F. Hatfield

Purchaser's Wife Rosalie J. Hatfield

Address 871 - 240th St. S.W., 242

City Bothell State WA Zip 98011

Telephone 487-5522

STATE OF WASHINGTON

County of King

On this 19 day of July, 1979 personally appeared Chalden Hedman and Genevieve D. Hedman individuals

to me known to be the President and the Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument individuals

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

FILED FOR RECORD AT REQUEST OF:

PIONEER NATIONAL TITLE INSURANCE CO. 2221 Riverside Drive, Mount Vernon, WA

Holiday Land Sales, Inc. Box 25144 Northgate Station Seattle, WA 98107

LUCILLA HEIRY SKAGIT COUNTY CLERK RB

79 JUL 27 P3 59

RECORDED FILED REQUEST OF

3437 SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID

JUL 27 1979

Amount Paid \$ 25.00 Ruth Wylie, Cl. Treas. By M. Sawyer Deputy

Candy B. Olsen Notary Public in and for the State of Washington, residing at Seattle Official Records

7907270071 VOL 372 PAGE 523

Return To