

400
REAL ESTATE CONTRACT

8010300056

THIS CONTRACT, made and entered into this 21st day of October, 1980

between VIRGINIA M. RUSSEL, who also appears of record as VIRGINIA M. RUSSELL,
as her separate property,

hereinafter called the "seller," and MICHAEL F. KERWICK and CATHI P. KERWICK, husband and wife

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: That portion of Government Lot 7, Section 36, Township 34 North, Range 4 East, W.M., described as follows: Beginning at a point on the Westerly right of way line of the Northern Pacific Railway Co., a distance of 300 feet South of the North line of said Government Lot 7; thence West parallel with the North line of said Government Lot 7 to the shore line of Big Lake; thence Southerly along said shore line of Big Lake to a point 450 feet South of the North line of said Government Lot 7; thence East to the right of way line of said railway company; thence Northerly following said right of way line to the point of beginning; EXCEPT the North 60 feet thereof. TOGETHER WITH a non-exclusive right of way or easement for use as a means of ingress and egress to the above tract over and across 30 feet of ground lying Southerly of and adjacent to the Northern Pacific right of way and extending to the North line of said Government Lot 7.

Situate in the County of Skagit, State of Washington.

The terms and conditions of this contract are as follows: The purchase price is Fifty thousand and no/100-----
-----(\$ 50,000.00) Dollars, of which
Ten Thousand and no/100-----(\$ 10,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Three hundred
sixty and no/100-----(\$ 360.00) Dollars,
or more at purchaser's option, on or before the 1st day of December, 1980,
and Three hundred sixty and no/100-----(\$ 360.00) Dollars,
or more at purchaser's option, on or before the same day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price
at the rate of 9.00 per cent per annum from the 30th day of October, 1980
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at 307 North Skagit Street, Burlington, Wa. 98233
or at such other place as the seller may direct in writing.

Purchasers will, at their expense, serve and file a quiet title action within a reasonable period of time after the closing hereof for the purpose of determining the possible rights of "First Right of Refusal" in favor of Donald P. Wesen and Vicky Wesen, husband and wife as disclosed by instrument dated July 22, 1970 and recorded July 27, 1970, under Auditor's File No. 741626, records of Skagit County, Washington. In the event it is determined that the Wesens have a valid right, and do exercise said right, sellers agree to refund to purchasers all monies received from the purchasers with no further liabilities to the seller herein.

It is further acknowledged by the parties hereto that the purchasers shall have prepayment privileges and no prepayment penalties will be charged.

As referred to in this contract, "date of closing" shall be October 30, 1980.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, 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 Transamerica 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

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(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 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: Option to purchase in favor of Donald Wesen and Vicky Wesen as recorded under Auditor's File No. 741626; an easement in favor of adjoining property owners as recorded under Auditor's File Nos. 365377 and 382488 and various other instruments of record; Reservations contained in Deed recorded August 10, 1945 under Auditor's File No. 382488; Right to overflow and inundate shorelands of Big Lake granted to the Day Lumber Company by order of the Commissioner of Public Lands, under its application No. 12096, on April 7, 1924, as disclosed by Volume 133 of Deeds, page 12; an easement in favor of Skagit County Sewer District No. 2, a municipal corporation, recorded January 26, 1979 under Auditor's File No. 895505, records of Skagit County, Washington.

(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.

Virginia M. Russel
Virginia M. Russel

Michael F. Kerwick
Michael F. Kerwick

Cathi P. Kerwick
Cathi P. Kerwick

3485
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 30 1980

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.
On this day personally appeared before me
Virginia M. Russel
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,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
30th day of October, 1980.
Katherine H. Noble
Notary Public in and for the State of Wash-
ington, residing at Mount Vernon

STATE OF WASHINGTON }
COUNTY OF } ss.
On this day of 19
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared
and
to me known to be the President and Secretary,
respectively, of
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first
above written.

Notary Public in and for the State of Washington,
residing at

Amount Paid \$
Ruth Wylie, Co. Treas.
By *[Signature]* Deputy

Transamerica
Title Insurance Services

Transamerica
Title Insurance Company

FILED FOR RECORD AT REQUEST OF LAND TITLE COMPANY OF SKAGIT COUNTY

8010300056

WHEN RECORDED RETURN TO
Name .. *Michael & Cathi Kerwick*
Address .. *1750 Lakewain Blvd*
City, State, Zip... *Mt Vernon, Wa 98273*

THIS SPACE PROVIDED FOR RECORDER'S USE:
[Signature]
80 OCT 30 P3:45
RECORDED
Special Records
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