

REAL ESTATE CONTRACT (FORM A-1964)

SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID

August, 1983 day of THIS CONTRACT, made and entered into this

AUG -4 1983 Amount Paid \$ 450, 47

between Robert J. Crim and Marian L. Crim

Ruth Wylie, Co., Ireas.

hereinafter called the "Seller," and Robert L. Coffey and Deborah North

8308040054

Deputy

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 County, State of Washington.

Skagit real estate, with the appurtenances, in

Tract 4, Assessor's Plat of Sunnyside Big Lake Tracts, as per plat recorded in Volume 9 of Plats, page 13, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for purposes of ingress and egress and utilities over and across the Northeasterly 20 feet of Tracts 1 to 19, inclusive of said tract.







The terms and conditions of this contract are as follows: The purchase price is

- -Forty-two Thousand One Hundred and 00/100- - -

(\$ 42,100.00) Dollars, of which

ıs 5,000.00 1 Dollars have - -Five Thousand and 00/100- - been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows

- -Four Hundred and 00/100- -

) Dollars,

or more at purchaser's option, on or before the

, 19 83

- -Four Hundred and 00/100- -

(\$ 400.00

or more at purchaser's option, on or before the 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 initial

day of Sept.

rate of 10 1/2* per cent per annum from the 3 /21 day of August 19 83 , 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 residence R. J. Crim, 1368 Chuckanut Drive, Bellingham,

or at such other place as the seller may direct in writing, * Interest to adjust on July 1 of each odd numbered year to the then prime rate of

Rainier National Bank; to be no higher than 12% or lower than 10%. ** Total annual payment to principal shall be no more than 29% of sale price in any of

the first five years of the contract.

Assumption of this contract is not permitted without the written consent of seller.

As referred to in this contract, "date of closing" shall be __upon_execution of contract.___

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and grantee till ind purchaser assumes and agrees to pay before definquency all taxes and assessments that may as between granter and granter 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

(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 purchaser agrees to pay the same before delinquency. a 127 the politiese agrees, until the purchase price is fully paid, to keep the bollotings now and hereafter placed on said real estate instreo to If 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 Spenefit, 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 coverant 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

(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 consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of consideration. nayment 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 led is to allow the purchase to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements 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 deposed to the reasonable expense of procuring the same shall be deposed to the 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 AXXXX 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 of gocumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be

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 defined 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 of 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

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ego ya esti e 🤼 g (7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and-deliver to

deed to said real estate, excepting any purchaser a statutory warranty part thereof, hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other deed to said real estate, excepting any than the seller, and subject to the following

Easement to Sewer District No. 2; Sewer Assessment due Sewer District No. 2; Last 1/2 of 1983 real estate taxes. Obligation of Seller to Fox/Grim et al under Real Estate Contract which seller agrees to maintain in current condition and pay in full prior to satisfaction of this contract.

(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 special to the real estate for any illegal purpose. said real estate in good repair and not to permit waste and not to use, or permit the use or, the real estate for any megal purpose. The partitional covernants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said covernants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said covernants.

(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 make on 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 (10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fall to comply with or perform any condition of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, he 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 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 improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall he construed as a waiter of any default on the part of the right expenses shall be construed as a waiter of any default on the part of the right. reason of such default 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

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 to 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.

duded 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, It the seller shall bring suit to produce an adjudication of the termination of the purchaser's rights nereunder, and progment 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

(SEAL) (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON, COUNTY OF SKAGIT

On this day personally appeared before me to me known to be the individual 5 described in and who executed the within and foregoing instrument, and acknowledged the

signed the same as Their they

for the uses and purposes therein mentioned

321 Hay of AUgust, 1983 GIVEN under my hand and official seal this Notary Public in and for the State of Washington residing at Mount Ulrston

SAFECU TITLE INSURANCE COMPANY SAFECO

Filed for Record at Request of

LA CONNER REALTY

ADDRESS

CHY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

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