



REAL ESTATE CONTRACT (FORM A-1964)

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SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID

2941

AUG - 4 1983

THIS CONTRACT, made and entered into this 3rd day of August, 1983 between Robert J. Crim and Marian L. Crim hereinafter called the "seller," and Robert L. Coffey and Deborah North hereinafter called the "purchaser."

Amount Paid \$ 450.97 By Ruth Wylie, Co. Treas. Deputy

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 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 - Five Thousand and 00/100- - - is 5,000.00 Dollars have 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- - - (\$400.00) Dollars, or more at purchaser's option, on or before the 15th day of Sept. 1983 and - Four Hundred and 00/100- - - (\$400.00) Dollars, or more at purchaser's option, on or before the 15th 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 rate of 10 1/2\* per cent per annum from the 3rd day of August 1983 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, WA 98225 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.

SKAGIT COUNTY TITLE CO. 15062 Rev-4500

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 grantor and grantee hereafter become a lien on said real estate... (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured... (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... (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon... (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... 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... c Any existing contract or contracts under which seller is purchasing said real estate... (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...

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(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 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

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 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 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.

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

*Robert Coffey* (SEAL)  
*Deborah D. Dorr* (SEAL)  
*Robert J. Dorr* (SEAL)  
*Marian L. Olson* (SEAL)

STATE OF WASHINGTON,  
County of SKAGIT

On this day personally appeared before me to me known to be the individual S 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 30 day of August, 1983.

*Charmela N. Sinsone*  
Notary Public in and for the State of Washington  
residing at *Mount Vernon*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME LA CONNER REALTY  
ADDRESS  
CITY AND STATE

8308040054

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDER'S USE stamp containing: '83 AUG-4 p 2-1', 'VOL 525 PAGE 467', and 'REQUESTED'.