



200502110086
Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name Terry W. Kempton
Address P.O. Box 184
City / State Marble Mount, WA 98267

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT -- WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.



First American Title Insurance Company

REAL ESTATE CONTRACT
(Residential Short Form)

1. PARTIES AND DATE. This Contract is entered into on 11 February 2005
between _____

(this space for title company use only)

Harold R. Schmidtke as "Seller" and

Mr. & Mrs. Terry W. & Nicki A. Kempton as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skagit Division 1 County, State of Washington:

Lots # 174 & 175 Cascade River Park, Marble Mount, WA 98267
911 address 64273

#680

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 11 2005

Amount Paid \$ 320.40
By [Signature] Skagit Co. Treasurer
Deputy

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

8' x 8' shed & Pavilion on Lot # 174
8' x 16' shed & 2 greenhouses on Lot # 175
Fencing around all properties.

No part of the purchase price is attributed to personal property.

Assessor's Property Tax Parcel/Account Number(s): Lot # 174: 3871-000-174-0000
175: 3871-000-175-0009

4. (a) PRICE. Buyer agrees to pay:

\$ 18,000.00 Total Price
Less (\$ 400.00) Down Payment
Less (\$ _____) Assumed Obligation(s)
Results in \$ 17,600.00 Amount Financed by Seller

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain Contract dated 11 Feb 2005 recorded as AF# _____ Seller warrants the unpaid balance of said obligation is \$ 17,600.00 which is payable \$ 150.00 on or before the 15th day of each month 2005 interest at the rate of 0 % per annum on the declining balance thereof, and a like amount on or before the 15th day of each and every month thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN _____, 19____. ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ _____ as follows:
\$ _____ or more at buyer's option on or before the _____ day of _____, 19____,
_____ interest from _____ at the rate of _____ % per annum on the declining balance thereof, and a like amount or more on or before the _____ day of each and every _____ thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN _____, 19____.

Payments are applied first to interest and then to principal. Payments shall be made at P.O. Box 216,
Marble Mount, WA 98267 or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:

That certain Contract dated 11 Feb 05 recorded as AF# _____

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller. Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.



(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payment on any prior encumbrance. Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.

11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or _____, 19_____, whichever is later, subject to any tenancies described in Paragraph 7.

12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract. Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

LPB-44 (11/96)



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14. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract. Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
15. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, his agents and sub-agents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
16. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
17. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
19. **CONDEMNATION.** Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
20. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
- (a) **Suit for Installments.** Sue for any delinquent periodic payment; or
 - (b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
 - (c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
 - (d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.
 - (e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract. Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.



24. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at P.O. Box 216, Marble Mount WA 98267

_____, and to Seller at P.O. Box 184, Marble Mount WA 98267

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. OPTIONAL PROVISION - - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

29. OPTIONAL PROVISION - - ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

30. OPTIONAL PROVISION - - DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter ~~either raise the interest rate on the balance of the purchase price or~~ declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

Harold R. Schmidtke *HR*

Terry W. Kempton

Nicki A. Kempton



31. **OPTIONAL PROVISION - - PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

32. **OPTIONAL PROVISION - - PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Harold R. Schmitt
Harold R. Schmitt

Terry Kempston
Terry Kempston
Nicki Kempston
Nicki Kempston



UNOFFICIAL DOCUMENT

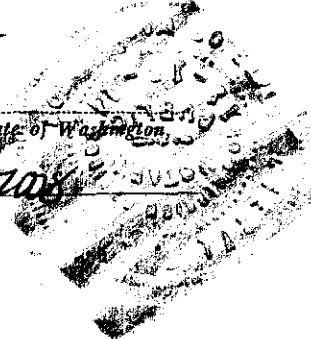
STATE OF WASHINGTON,
County of Skagit } ss.

On this day personally appeared before me Harold P. Schmittke, Terry W. Kempton, W. A. Kempton
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 11

day of February, 2005
Clay Starved
Notary Public in and for the State of Washington,
residing at Skagit

My appointment expires 11-15-2008



ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 46



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Please send to this address after posting with county:

Harold R. SCHMIDTKE
64281 Lookout Mountain Loop, P.O. Box 216
Marblemount, WA 98267-0216

NOTE AND DEED OF TRUST/AGREEMENT TO BUY PERSONAL PROPERTY

This Note and Deed of Trust is made by and between:

Harold R. SCHMIDTKE (Seller) and

Terry W. & Nicki A. KEMPTON (Buyer).

WHEREAS FOR GOOD CONSIDERATION, the parties mutually agree that:

1. Seller agrees to sell, and Buyer agrees to buy the following described property:

Lots #174 & #175, Cascade River Park, Marblemount, WA 98267. Tax account#s 3871-000-174-0000/P63724, and # 3871-000-175-0009/P63725.

2. Buyer agrees to pay \$1,084.00 down as of this day, _____ February 2005.

This money will go for prorated taxes and dues which have already been paid for the year. This total of taxes and dues paid come to \$684.00 (\$377.00 to pay for lot # 174 dues and taxes as of 11 Sep 2004; and \$307.00 to pay for lot #175 dues and taxes as of December 2004). And then the remaining \$400.00 will go for the down payment.

3. Buyer agrees to pay to Seller and Seller agrees to accept \$18,000.00 as total purchase price (\$7,000.00 for lot #174 and \$11,000.00 for lot #175) payable as follows:

Payments of \$150.00 a month to go towards the purchase of these two properties for sale (these monthly payments are for the purchase of the property and not payment of the property's dues, taxes, or any other assessments that may come on this property after this date of signing).

These monthly payments (due every 15th day of each month in each year will be made until the \$18,000.00 has been paid in full.

Payments may be made in person, or sent to Seller's address: 64281 Lookout Mountain Loop, P.O. Box 216, Marblemount, WA 98267-0216.

4. Seller warrants that it has good and marketable title to said property, full authority to sell said property, and that said property as of this date is free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.

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5. Said property is sold in "as is" condition, Seller disclaiming any warranty of merchantability, fitness or working order or condition of the property except that it shall be sold in its present condition, reasonable wear and tear excepted.

6. The title will be held by Seller until Seller receives all monthly payments adding up to \$18,000.00. Buyer may make larger payments to pay off the property sooner, but Buyer must make the minimum payment of \$150.00 monthly (unless extra money was paid in excess of \$150.00 to go for the monthly payments due).

7. If Buyer does not make payments for two months, then the Buyer will thus indicate that he and she no longer desires to buy this property, and foreclosing procedures will be initiated and put into effect.

8. Buyer agrees to pay all subsequent taxes, dues, assessments and whatever additional concerns or additions that may be levied against said property.

9. The parties agree to transfer the title when total payment of \$18,000.00 has been made. At that time the Buyer will choose which title company and means of transfer to use. Also since the Buyer is also buying both properties for sale (Lot #174 and Lot #175), when the total comes to \$7,000.00 for payment of both the properties (\$50.00 a month for property 174, and \$100.00 a month for property 175), if the Buyer so chooses the Seller will transfer over the title for property #174 at that time. Then the Buyer will continue on paying \$100.00 a month until the \$11,000.00 has been paid for lot #175.

10. Buyer has the right to receive a yearly statement of payments made and what remains to be paid off for the purchase of the property from the Seller. The Buyer's address is P.O. Box _____ Marblemount, WA 98267.

11. If Buyer sells the properties to another party before transfer of Title, then, at that time, the balance owed will need to be paid off or other arrangements will need to be agreed upon by both Buyer and Seller or their successors, assigns or personal Representatives.

12. No trees may be cut down until the property has been purchased in entirety by Buyer (except the one cedar tree by the greenhouse and shed on property 175 and the two trees on 174 blocking the driveway and the one next to the pond).

13. This property has an approved two bedroom septic system installed and registered by the county. If Buyer plans to build or place a mobile home on property, then permits will be needed to be purchased at the county.

14. This agreement shall be binding upon and holding to the benefit of the parties, their successors, assigns and personal Representatives.

IN WITNESS WHEREOF, we have subscribed our names below this _____ day of February 2005.

SELLER SIGNATURE _____

HAROLD R. SCHMIDTKE

CITY _____

STATE _____

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UNRECORDED INSTRUMENT

BUYER SIGNATURE TK
TERRY W. KEMPTON

CITY _____
STATE _____

BUYER SIGNATURE NK
NICKI A. KEMPTON

CITY _____
STATE _____

We, the undersigned hereby certify that the above instrument which consists of four pages, including the pages which contain the witness signatures, was signed in our sight and presence by HAROLD R. SCHMIDTKE (the Seller) and TERRY W. KEMPTON AND NICKI A. KEMPTON (the Buyer), who declared this instrument to be a Note and Deed of Trust/ Agreement to Buy/Sell Personal Property. And we, at the Buyer and Seller's sight and presence, and in the presence of each other, do hereby subscribe our names as witnesses on the date shown of page two.

WITNESS SIGNATURE _____
NAME _____
CITY _____
STATE _____

WITNESS SIGNATURE _____
NAME _____
CITY _____
STATE _____

WITNESS SIGNATURE _____

NAME _____

CITY _____

STATE _____

STATE OF WASHINGTON
COUNTY OF _____

Subscribed, sworn to and acknowledged before me by HAROLD R. SCHMIDTKE, the Seller, and
subscribed and sworn to before me by TERRY W. KEMPTON & NICKI A. KEMPTON, the Buyer,
and subscribed and sworn to before me by _____ and
_____ and
witnesses this _____ day of February 2005.

Notary public, or other officer
authorized to take and certify
acknowledgments and administer oaths.



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Skagit County Auditor