



201611160118

Skagit County Auditor
11/16/2016 Page

1 of 4 4:03PM \$76.00

After recording, return to (Name, Address, Zip):

CRAIG AND BETH CLARK
2422 14th ST.
ANACORTES, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20165204
NOV 16 2016

REAL ESTATE CONTRACT	Amount Paid \$ <u>7125.00</u>
Grantor (Seller): <u>CRAIG AND BETH CLARK</u>	Skagit Co. Treasurer
Grantee (Purchaser): <u>JAN AND ERIN CLARK</u>	By <u>MM</u> Deputy
Abbreviated Legal Description: <u>2517 W. 2nd ANACORTES WA 98221</u>	
Assessor's Property Tax Parcel or Account No: <u>P58154</u>	
Reference No(s) of Documents Assigned or Released:	

THIS CONTRACT, Dated NOV. 15, 2016, between
CRAIG AND BETH CLARK, hereinafter called the Seller,
 whose address is 2422 14th ST.,
 City of ANACORTES, State of WASHINGTON, and
JAN AND ERIN CLARK, hereinafter called the Purchaser,
 whose address is 2517 W. 2nd ST.,
 City of ANACORTES, State of WASHINGTON,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller all of the following real estate, with the appurtenances thereon, hereinafter called the property, situated in SKAGIT County, State of Washington, to wit:

2517 W. 2nd ST, ANACORTES WA 98221
PARCEL NUMBER P58154 SKAGIT COUNTY WA
(ABBREVIATED DESCRIPTION - LEGAL DESCRIPTION AS
RECORDED WITH SKAGIT COUNTY) 201505080044
LOT A SP 2014002

on the following terms: the total purchase price is FOUR HUNDRED THOUSAND DOLLARS Dollars (\$ 400,000.), on account of which FIVE THOUSAND DOLLARS Dollars (\$ 5,000.) is paid on the execution hereof (the receipt of which is hereby acknowledged by the Seller), and the balance of THREE HUNDRED NINETY FIVE THOUSAND Dollars (\$ 395,000.) to be paid to the order of the Seller at the times and in amounts as follows, to-wit:

#1719.07 OR MORE ON PRINCIPAL AND INTEREST, PLUS TAXES
ESCROW PAYMENTS OF \$211.75 OR MORE AS NEEDED TO ADJUST FOR
PROJECTED PROP TAX DUE, PAYABLE TO SELLER'S ACCOUNT AT AFTS
ON 1st DAY OF EACH MONTH. 5% LATE FEE AFTER 5 DAYS.

(OVER)

The Purchaser may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made. All of the deferred payments shall bear interest at the rate of 3.25 percent per annum from the date of this contract until paid; interest to be paid MONTHLY and in addition to to be included in (indicate which) the minimum regular payments required above. Taxes on the property for the current year shall be prorated between the parties hereto as of NOV. 15, 2016

It is agreed that the Purchaser shall have possession of the property on NOV 15, 2016, and may retain such possession so long as the Purchaser is not in default under the terms of this contract.

The Purchaser agrees to pay all taxes and assessments legally levied against the property subsequent to this date, before the same shall become delinquent.

The Purchaser agrees to keep and maintain insurance on the improvements on the property in an amount not less than SIX HUNDRED SIXTY THOUSAND Dollars (\$ 616,000) in a company or companies satisfactory to the Seller, and specifically naming the Seller as an additional insured, with loss payable first to the Seller and then to the Purchaser as their respective interests may appear and all policies of insurance to be delivered to the Seller as soon as insured.

The Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on the property; and agrees to keep the buildings and all improvements on the property in good condition and repair and not to permit waste; and agrees not to use the property for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12 percent per annum until paid, without prejudice to any other rights of the Seller by reason of such failure.

The Purchaser agrees that a full inspection of the property has been made and that neither the Seller nor Seller's successors in interest or assigns shall be liable under any covenants with respect to the condition of the property or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure, within ten (10) days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss and damage by reason of defect in the title of the Seller to the real estate herein described or by reason of prior liens not assumed by the Purchaser in this contract.

The Seller agrees, on full payment of the purchase price and interest in the manner specified above, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this contract. If the Purchaser fails to comply with or perform any covenant or agreement hereof promptly, at the time and in the manner required herein, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of ninety (90) days thereafter this contract shall be at an end and null and void if in the meantime the Purchaser still has not complied with the terms of the contract, including payment of all costs and attorney fees arising from the default. In such event and upon the Seller so doing, and upon compliance with the provisions of RCW 61.30, all payments made by the Purchaser hereunder and all improvements placed upon the property shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration of forfeiture and cancellation shall be made in the manner provided by law at the Purchaser's address above, or at such other address as the Purchaser shall indicate to the Seller or the Seller's agent or attorney in writing or at such other address which is known to the one giving notice, unless that party knows such address to be incorrect. The Seller may choose to foreclose this contract in the manner provided by law applicable to the foreclosure of a mortgage.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the monies received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at the following address: AUTOMATIC FUNDS TRANSFER SERVICES, 151 S. LANDER ST., SUITE C, SEATTLE WA 98134-1889

If any arbitration, mediation or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this contract, or if suit or action is instituted in a bankruptcy court to enforce or interpret any of the terms of this contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of the Seller in a bankruptcy proceeding, the party not prevailing shall pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees, and the actual cost of a litigation or foreclosure report, and such sums as the court may determine to be reasonable for the prevailing party's attorney fees with the trial and any appeal and by petition for review thereof.

Failure by the Seller at any time to require strict performance by the Purchaser of any provision hereof shall not affect the Seller's rights to enforce the same or any other provision of this contract. No waiver by the Seller of any breach hereof shall be held to be a waiver of any succeeding breach.

The Purchaser shall not assign this contract in whole or in part, sell or transfer or enter into an agreement to sell or transfer any interest in the property, or permit any lien or encumbrance to attach to the Property or Purchaser's interest under this contract without prior written consent of the Seller.

It is further agreed that: **ENTIRE AMOUNT DUE TOWARDS BALANCE OF 395,000. PLUS ANY OUTSTANDING INTEREST, TAXES OR INSURANCE IF APPLICABLE, IS TO BE PAID IN FULL ON OR BEFORE NOV 14, 2019. THIS CONTRACT HAS A 3 YEAR PAYOFF.**

In construing this contract, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this contract shall apply equally to individuals and to corporations. If either of the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

This contract shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

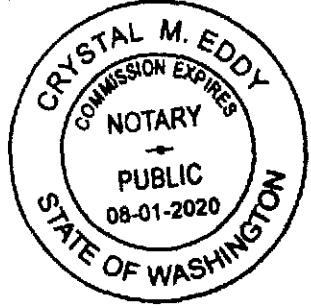
IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first written above.

[Signature]
PURCHASER
[Signature]

STATE OF WASHINGTON, County of Skagit) ss.

I certify that I know or have satisfactory evidence that Ian Clark and Erin Clark is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public for Washington
My appointment expires 8-1-2020

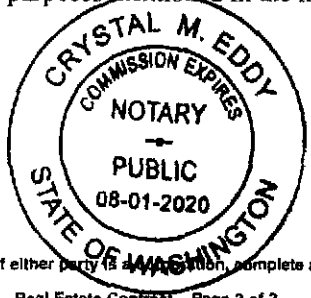


[Signature]
SELLER
[Signature]

STATE OF WASHINGTON, County of Skagit) ss.

I certify that I know or have satisfactory evidence that Craig Clark & Beth Clark is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public for Washington
My appointment expires 8-1-2020



PUBLISHER'S NOTE: If either party is a Washington corporation, complete and attach Form No. 68, Corporate Acknowledgment.

EXHIBIT A

LOT A, SHORT PLAT SPL-2014-002, RECORDED UNDER AF#201505080044, BEING A PORTION OF NORTHERN PACIFIC ADDITION TO ANACORTES LOTS 1 2, BLOCK 4 TOGETHER WITH PORTION VACATED A AVENUE ADJACENT CONVEYED AF#9703250124. ALSO TOGETHER WITH PER QUIT CLAIM DEED RECORDED UNDER AF#9706060015 FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF VACATED A AVENUE, AS VACATED BY ORDINANCE #2420, RECORDED AF#9703250124, WHICH IS ADJACENT TO AND ABUTTING UPON THE FOLLOWING DESCRIBED TRACT: LOTS 8, 9, AND 10 BLOCK 245, CITY OF ANACORTES. ALSO TOGETHER WITH PER QUIT CLAIM DEED RECORDED UNDER AF#9706060017, THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF VACATED A AVENUE, AS VACATED BY ORDINANCE #2420, RECORDED MARCH 25, 1997 UNDER AF#9703250124, WHICH IS ADJACENT TO AND ABUTTING UPON THE FOLLOWING DESCRIBED TRACT: LOTS 11 THROUGH 15, BLOCK 245, CITY OF ANACORTES. SURVEY AF#9806300212