

National
Farmers Mutual
Fire Insurance Company
assessments on real estate division

REAL ESTATE CONTRACT

This CONTRACT, made and entered into this 15th day of September, 1973,

between W.H. Vines and Mary Vines Vines, his wife,

hereinafter called the "Seller," and George L. Dickerson, single person, as far terms I, hereinafter called the "Buyer,"

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 its appurtenances, in:

Lot No. 6, Ward 1, sec. 10, as per the duly recorded plat thereof,
subject to easements of record.



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

\$15,000.00, plus interest at the rate of six percent (6%) per annum,

fifteen hundred dollars

being paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Seventy Dollars (\$70.00) plus interest 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 rate of eight (8) percent per annum from the 15th day of September, 1973, at the rate of eight (8) percent per annum from the 15th day of October, 1973,

and so on at such other place or times as the seller may direct in writing.

Payer to pay all real estate taxes accordingly.

215-

TRANSACTION EXCISE TAX

Oct 1 1973

Ass and Paid \$75.00
Robert L. Dickerson
Skagit County Treasurer
By George L. Dickerson

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

October 15, 1973

(1) The purchaser agrees and promises to pay before delinquency all taxes and assessments that may at any time be given grantor and grantee by either the state or county and cities and if by tax terms of this contract the purchaser has received payment of any mortgage, assessment, or other consideration, or has made payment of or agreed to purchase subject to any taxes or assessments now or hereafter in 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 in good repair and to the actual and usual amount pass or damage by both fire and windstorm in a company sense liable to the seller and to the seller's credit to 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 relatives shall be held to any agreement in getting the condition of any improvements therein nor shall the purchaser or seller or his assigns if any be held to any agreement to make or offer alterations, repairs, etc., unless the covenant or agreement referred to is contained herein or is otherwise made a part of this contract.

(4) The seller agrees to assume all amounts of damage to or destruction of any improvements now on said real estate or his after placed thereon, and of the cost of any and all repairs or any part thereof for public use, and agrees that no such damage or destruction or value shall detract or reduce the consideration, in that any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of removing the same shall be paid to the seller, and another payment on the part of the purchaser before which the seller shall allow the purchaser to apply all or a portion of such consideration award to the repairing or replacing of such damage or improvement damaged by such reason. In case of damage or destruction, from a cause not so named, the proceeds of such insurance representing a payment of all or a part of the expense of repairing the same shall be devoted to the restoration or replacement of such improvements unless it can be shown from such payment there was bad faith or neglect on the part of the seller for application on the same above named.

(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 amount equal to the amount paid thereon, based on the true market value of the property, covering the purchaser in the full amount of said purchase price, less the legal fees or costs of title in which title to said real estate as of the date of closing and existing no encumbrances other than those above mentioned.

(6) The seller agrees to furnish general property insurance, appearing in said policy form, to cover all risks of insurance, except fire, to the amount of \$10,000.00.

(7) The seller agrees to convey to the purchaser with which title is purchased all and entire as of the date of closing and existing no encumbrances other than those above mentioned.

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

15th day of

September, 1973

between W. D. Ward and Mary Jane Ward, his wife,

hereinafter called the "seller," and

Arvel L. Dickerson, a single woman, in her home at 1601 . . .

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 understandings, to

lot #ix (6), WAUD ADDN Annex, as per the duly recorded plat thereof,
subject to the grants of record.



The terms and conditions of this contract are as follows: The purchase price is \$15,000.00 Dollars, of which \$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:

Twenty Dollars, \$20.00, on or before the 1st day of October, 1973, and thereafter monthly, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall be paid. The purchaser further agrees to pay interest on the unpaid balance of said purchase price at the rate of six percent (6%) per cent per annum from the 1st day in October, 1973, to the date of payment in full, which interest shall be deducted from each monthly payment, and the balance of each payment applied in reduction of principal. All payments to be made hereon may stand before all courts of law and equity, and the same shall be held to be made in good faith and without malice, and the same shall be held to be made in accordance with the intent of the parties hereto.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF KING

2155

TRANSACTION EXCISE TAX

001-1173

Amount Paid \$15,000.00
Washington State
County Tax
by Arvel L. Dickerson

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

the day named above and agrees to pay before closing any all taxes and assessments that may be between grantor and grantee, including county, state and real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, insurance premium, or any other commitment, or has assumed payment of agreed to provide unpaid taxes, or assessments now or hereafter levied or assessed, the purchaser agrees to pay the same before the closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereafter placed on said real estate in good condition, and to repair any damage to both fire and windstorms in a prompt manner, and to do all repairs and renewals thereto to the extent such value therein cannot be recovered by both fire and windstorms in a prompt manner, and to deliver all policies and renewals thereof to 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 proportion of said real estate has been paid and that neither the seller nor his assigns shall be held to any taxes or assessments the condition of any improvements thereto nor shall the seller be liable or the assignee of either be held to any costs of or expenses of alterations, improvements or repairs unless the covenant of a rotted or ruined or a continual decay or a written and attached to any part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements thereto, and real estate or hereinafter placed thereon, and of the taxes on said real estate or any part thereof for a period not to exceed one year from the date of closing, destruction or taking thereof, and of the taxes on any part of said real estate or taxes for periods past, the portion of the condemnation award constituting a failure of the obligation. 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 appraisal of same shall be paid to the seller and applied as payment on the purchase price herein unless the seller consents to allow the purchaser to apply all or a portion of such condemnation award to the replacement of any improvements damaged by such taking. In case of damage or destruction from a peril named herein, the proceeds of such insurance remaining after payment of the reasonable expense of preventing the same shall be diverted to the restoration or reducing such improvements, which is 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 to the amount of \$15,000.00, issued by a responsible title company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defects in owner's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Premium general coverage, covering in said policy form;
- b. title to several tracts which, in the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made, except;
- c. any existing or prospective title to or interest in said real estate, and any mortgages or other obligations, which are or may become a charge upon any one or more of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller title to said real estate is subject to any such covenants or restrictions which affect the purchasing real estate, and any mortgage or other obligation which seller is to pay, and/or agrees to make such payment in accordance with the terms thereof, and if such default, the purchaser shall have the right to make any payments necessary to remove the default, and any amounts so paid shall be applied to the taxes next falling due the seller under the contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute all documents necessary to convey title to said real estate, excepting any parts hereafter taken for public use, free of encumbrances except any that may attach after the date of closing through any person other than the seller, and subject to the following:

(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 for or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, at any amount 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, without prejudice to any other right the seller might have by reason of such default.

(10) This 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 to waive by the seller of any claim on the part of the purchaser shall be construed as a waiver of any subsequent default.

Services upon purchase of all documents, notices or other papers with respect to foreclosure 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 known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect unpaid 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 sum 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 be 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 as of the date such suit is commenced, which sum 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.

John E. Clark (seal)

Mary E. Ward (seal)

John E. Clark (seal)

Mary E. Ward (seal)

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me *John E. Clark* and *Mary E. Ward*, and *Robert J. McPerson* to me known to be the individual described in and who executed the within, and foregoing instrument, and acknowledged that they signed the same as *John E. Clark* and *Mary E. Ward*, free and voluntarily as a grant deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

28 day of 10 month 1963.

Notary Public in and for the State of Washington,

residing at Sammamish

76683
STATE OF WASHINGTON 1955
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT THE WITHIN

NOTICE, OR CERTIFICATE, IS AS FOLLOWS:

Robert J. Clark

Mary E. Ward

Robert J. McPerson

Robert J. Clark

Mary E. Ward

Robert J. McPerson

Robert J. Clark

Mary E. Ward

Robert J. McPerson

RECORDED
RECEIVED
SEARCHED
INDEXED
FILED
SERIALIZED
COPIED
MAILED

for record or filing
WASHINGTTON STATE LIBRARY
and County Clerks Office
Serial Number 111-111111
Date Received 11-11-11
Date Filed 11-11-11
Date Copied 11-11-11
Date Mailed 11-11-11

(6) If after a time to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any overpayment 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 payment 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 a payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutorily warrant of title to said real estate, excepting any part thereof heretofore taken by public sale, free of all encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(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) Termination of the existence 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 furnished to the seller as liquidated damages, and the seller shall have right to rescind 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 prepaid, 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 disputed 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 recover 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.

Mitchell and H. C. L. B. (SEAL)

Tony Lee Ward (SEAL)

Frank T. Johnson (SEAL)

X (SEAL)

STATE OF WASHINGTON,

County of *Clark*

On this day personally appeared before me *John Edward and Tony Lee Ward, and Frank T. Johnson*, two persons known to be the individual 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

day of *July*, 1923.

Notary Public in and for the State of Washington,

residing at: Seattle

STATE OF WASHINGTON	
COUNTY OF SEAGRAVE	
I HEREBY CERTIFY THAT THE WITHIN	
DEED IS A TRUE COPY OF THE DEED	
<i>John Edward and Tony Lee Ward</i>	
and Frank T. Johnson	
B. 1923	
RECEIVED	
OCT 19 1923	
CLERK'S OFFICE OF THE COUNTY OF SEAGRAVE, STATE	
RECEIVED	
OCT 19 1923	
CLERK'S OFFICE OF THE COUNTY OF SEAGRAVE, STATE	
RECEIVED	
OCT 19 1923	
CLERK'S OFFICE OF THE COUNTY OF SEAGRAVE, STATE	

Filed for Record at the request of
WILLIAM H. WARD, Esq., Company Attorney
for JOHN EDWARD AND TONY LEWIS WARD, Company

LEWIS

(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 by 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 deed to said real estate, excepting any part thereof heretofore 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:

(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 as 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 sue, 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 herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to waive 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 tendered 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 but not limited to 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 sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first written above.

Maurice J. Salazar

(sign)

Mary Lee Ward

(sign)

Ronald G. Hillcrest

(sign)

John C. Johnson, Notary Public

(sign)

STATE OF WASHINGTON

County of *King*

On the day personally appeared before me *Maurice J. Salazar, Mary Lee Ward, Ronald G. Hillcrest*, and John C. Johnson, Notary Public, to me known to be the individual(s) described in the foregoing instrument, who presented the within and foregoing instrument, and acknowledged that

they executed the same in their presence, for the mutual benefit of the parties thereto.

Given under my hand this day of *July*, 1968.

*John C. Johnson, Notary Public
State of Washington and for the State of Washington*

Notary Public
My Commission Expires July 1970

CERTIFICATE OF SERVICE	
I HEREBY CERTIFY THAT THE WITNESS	
RECEIVED THE SUMMONS AND PLEADINGS ON	
<i>Dalbert J. Salazar</i>	
I have served the same on <i>Dalbert J. Salazar</i>	
at <i>1000 1/2 1st Street, Seattle, Washington 98101</i>	
on the <i>10th day of July, 1968</i>	
in the County of <i>King</i> , State of <i>Washington</i> .	
I declare under penalty of perjury that the foregoing is true and correct.	
Dated <i>10th day of July, 1968</i>	
Attest: <i>John C. Johnson, Notary Public</i>	
My Commission Expires July 1970	

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Please record or request of
PACIFIC NATIONAL BANK, THE INSURANCE COMPANY
of AMERICA, NEW YORK, NY 10001



STATE OF OREGON)
)
County of Marion)

On this day personally appeared before me
to me known to be the individual described in and who executed the witness
foregoing instrument, and acknowledged that she signs the same as her
and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of

Notary Public in and/or the State of Oregon

Commissioner at

STATE OF OREGON)

County of Marion)

On this day personally appeared before me _____
to me known to be the individual described in and who executed the within
foregoing instrument, and acknowledged that she signed the same as her free
and voluntary act and deed, for the uses and purpose therein mentioned.

I witness my hand and official seal this _____ day of _____

Notary Public in and for the State of Oregon

Commissioned at _____

STATE OF OREGON
County of Marion

In this day personally appeared before me _____
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.

GIVN under my hand and official seal this ____ day of _____, 19____

Notary Public in and for the State of Oregon

Signed at