

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25 day of August, 1973

between C. Van Dexter and Judy L. Dexter, his wife

hereinafter called the "seller," and Ted L. Tidland and Debbie L. Tidland, his wife, and Kim D. Hobson and Sherry A. Hobson, his wife, and as their interests appear 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 covenants, in

County, State of Washington:

portion of the northeast corner of section 5, township 1, range 1, in the county of Snohomish, Snohomish County, described as follows:

lot 10, block 1, corner of 1/4 acre line: thence North 00°45'30" East along the west side of said lot 10 feet, then to the right angle corner of 1/4 acre line: thence South 89°15'30" West along said 1/4 acre line 100 feet; thence South 00°45'30" East parallel with said west side of said lot 10 feet to the true point of beginning, containing 1 acre more or less.

lot 11, block 1, corner of 1/4 acre line: thence North 00°45'30" East along said 1/4 acre line 100 feet to the right angle corner of 1/4 acre line: thence South 89°15'30" West along said 1/4 acre line 100 feet from the N.W. corner of said lot 11 to the true point of beginning, containing 1 acre more or less.

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

\$17,000.00) Dollars, of which
\$1,000.00) \$1,000.00)
is paid at closing.

the balance of said purchase price shall be paid as follows:

\$1,000.00) Dollars,
day of September, 1973.)
\$1,000.00)
\$1,000.00) Dollars,

or more at purchaser's option, on or before the
and
or more at purchaser's option, on or before the
and
or more at purchaser's option, on or before the
and
or more at purchaser's option, on or before the
and
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
or at such other place as the seller may direct in writing.

No. 3525
TRANSACTION EXCISE TAX

SEP 10 1975

Amount Paid _____
By _____
Shamrock County Treasurer
By _____

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

(1) The purchaser agrees and agrees to pay before disbursement all taxes and assessments that may as between grantee and grantor hereinafter become a lien on said real estate; and it 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 or hereafter on said real estate, the purchaser agrees to pay the same before disbursement.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereinafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the owner's benefit, at the rates as 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for after-lease, improvements or repairs unless the covenant or agreement relied on is contained herein or is written and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of any improvements now on said real estate or hereinafter 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 reasonable expense of removing the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller consents 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 preventing 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 hereon.

(5) The seller has disclosed, or agrees to deliver upon a short notice and without charge, a purchaser's policy of title insurance in standard form, or a commitment therefore, issued by responsible title insurance companies, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect or title to said real estate as of the date of closing and containing no exemptions other than the following:

- 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, or as to which the conveyance hereunder is to be made subject; and
- c. 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 C's paragraph (5) shall be deemed 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 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 the 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 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:

(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, laundry/laundry 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 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, 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 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 documents, 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 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 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 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 sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed our instrument as of the date first written above.

C. John Baxley

Judy A. Baxley

Lorraine L. Johnson

John D. Johnson

Sherrie G. McLean

STATE OF WASHINGTON,

County of *King*

} ss.

On this day personally appeared before me *C. John Baxley*, *Judy A. Baxley*, *Lorraine L. Johnson*, *John D. Johnson*, and *Sherrie G. McLean*, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as *John D. Johnson* free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this

city of *Seattle*

Notary Public for the State of Washington

My commission expires *July 1, 1985*

80872

| | |
|------------------------------------------------|------------|
| DATE OF RECORD | COUNTY OF |
| THIS 10th day of MAY THE EIGHTH | |
| IN THE YEAR OF ONE THOUSAND EIGHTY EIGHT | |
| <i>C. John Baxley</i> | |
| DE | |
| AT 11:30 a.m. 9-10-1985 | |
| WAS RECORDED IN BOOK # 69 | |
| REcorded | Page # 532 |
| RECORDED ON SEPTEMBER 10, 1985 CASH | |
| <i>C. John Baxley</i> | |
| RECORDED FOR C. JOHN BAXLEY AND JUDY A. BAXLEY | |

| |
|--------------|
| REGISTERED |
| INDEXED DIR. |
| INDIRECTED |
| RECORDED |
| COMPARED |
| MAILED |

OL

Filed for Record at Request of
WASHINGTON TITLE INSURANCE COMPANY
RECEIVED RECORDED THIS TWENTIETH DAY OF SEPTEMBER

