

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into on the 27th day of November, 1979,

between Lee Kinsart and Louise J. Kinsart, husband and wife

hereinafter called the "Seller" and Duvville E. Newton, a single man

hereinafter called the "Buyer".

WITNESSED 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 improvements, in Shannanix County, State of Washington.

Lot 17, Block 9, Plat of Relocated North Korterville recorded in Book 2 of Plats, Page 11, under Shannanix County File No. 31466 also recorded in Book 2 of Plats, Page 37, under Shannanix County File No. 31129, Records of Shannanix County, Washington.

Reserving to the United States of America the right to grant easements or grant assessments to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s) if any, as shown on said recorded plats.

The terms and conditions of this contract are as follows: The purchase price is TWO HUNDRED AND TWENTY-SEVEN THOUSAND AND NO/100 (\$227,000.00), of which \$1,000.00 is to be paid at closing, the balance of which will be paid in four monthly installments of \$4,600.00 each, on the 1st day of December, January, February and March, 1980, and thereafter on the 1st day of each succeeding calendar month until the balance of \$226,000.00 has been paid. The purchase money is to be retained on the diminishing balance of said purchase price at the rate of 11% per cent per annum from the 1st day of December, 1979, which interest shall be abated upon each payment received until the balance of such amount applied in reduction of principal. All amounts to be paid by the Buyer shall be paid at **EVERETT SAVINGS ASSOCIATION, EVERETT, WASHINGTON**, or at such other place as the Seller may direct or designate.

Nothing herein to the contrary notwithstanding the full purchase price and interest due and owing at the time of closing will be due and payable on or before December 1, 1980.

The Purchaser agrees to pay all Property Taxes separately and personally and provide proof of payment to Seller.

Seller agrees to furnish the property with three o'clock, range hood in garage, and the for wood burning fireplace materials furnished by buyer.

As referred to above, we have "date of closing" shall be December 1, 1979.

(1) The Purchaser agrees and agrees to the Seller to pay all taxes and assessments of any kind, as between Seller and Shannanix County, for the said real estate, and it is the intent of the parties that the Purchaser has no amount payable to any tax or assessment, except as otherwise specifically set forth in this agreement, except as to taxes or assessments due at the time of closing, the Purchaser agrees to pay the same at closing.

(2) The Purchaser agrees, until the Purchaser pays in full, and to keep the Building and Land in good repair and condition, to pay all taxes thereon, assessed base or otherwise by the City, the City Assessor or a County Assessor, as the Seller and the Purchaser may agree, and to pay all taxes and interest and to deliver all papers and documents of record to the Seller.

(3) The Purchaser agrees that full inspection of land and property has been made and that nothing, the Seller nor his agents shall be held responsible for any condition of any improvements thereon, and the Purchaser agrees to sell to the Seller all taxes or assessments of any kind, as between Seller and Shannanix County.

(4) The Purchaser agrees to pay all taxes and assessments of any kind, as between Seller and Shannanix County, until the date of closing, and to pay all taxes and assessments of any kind, as between Seller and Shannanix County, after the date of closing, and to pay all taxes and assessments of any kind, as between Seller and Shannanix County, for the period of time from the date of closing to the date of the next annual assessment, and to pay all taxes and assessments of any kind, as between Seller and Shannanix County, for the period of time from the date of the next annual assessment to the date of the next annual assessment, and to pay all taxes and assessments of any kind, as between Seller and Shannanix County, for the period of time from the date of the next annual assessment to the date of the next annual assessment, and to pay all taxes and assessments of any kind, as between Seller and Shannanix County, for the period of time from the date of the next annual assessment to the date of the next annual assessment, and to pay all taxes and assessments of any kind, as between Seller and Shannanix County, for the period of time from the date of the next annual assessment to the date of the next annual assessment.

(5) The Seller has died and, or is, or is about to die, within 15 days of the date of closing, a purchase's policy of life insurance is provided thereon, or a mutual trust insurance, named the First American Life Assurance Company, insuring the Purchaser on the full amount of said purchase price amount, from the time of death of Seller to said date subject to all the date of closing and notwithstanding any contingent factor, then the following:

- a. Death, natural or otherwise, occurring to said policy term.
- b. Loss of consciousness which is the intent of this section, the Purchaser is to receive, or as to which the insurance is intended, for the life of Seller.
- c. Any medical condition or contagious disease which either in addition will result in one, and any condition, or other infirmity, which when this contract agrees to pay, after which the proceeds of this insurance shall be divided equally in value, or

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(c) If either fails to make real estate subject to an existing contract or conveyance under which either is holding real estate, or any mortgage or other obligation, which either is to pay over/pays to make such payment 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 and failing due the active rights of the party.

(d) The seller agrees, upon making full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a sufficient warranty deed to said real estate, excepting any part thereof herewith, colors for public use, free of encumbrances except any that may attach for title of closing through any person other than the seller, and subject to the following:

Limitations and restrictions of warranty.

(e) Unless a different date is specified for delivery, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is in default thereunder. The purchaser agrees to pay the taxes and other expenses on said real estate in good faith and not to prevail more and not to less, in paying the tax on the real estate for taxes of all purposes. The purchaser agrees to pay all service, distribution or transmission charges for water, steam, electricity, gas and other utility services furnished to said real estate after the date purchased is entitled to possession.

(f) In case the purchaser fails to make any payment herein required, he will be liable to damages, as herein provided, the seller may make such payment as often as required, and any amounts so paid by the seller, together with interest of the rate of 10% per annum, from date of payment until paid, shall be recoverable by purchaser for whomsoever, all without prejudice to any other right the seller might have by reason of such default.

(g) If, in all the events of this contract, it is agreed that in case the purchaser shall fail to comply with an obligation, any condition or agreement herein or to make any payment required hereunder previously to the time and in the manner herein required, the seller may elect to deduct all the purchaser's right, however remaining, and upon his deduction all amounts made by the purchaser hereunder and all improvements placed upon the real estate shall be deducted to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no action by the seller of any claim on the part of the purchaser shall be construed as a waiver of any subsequent default.

Sureties upon the failure of all documents, papers or other property, with respect to security and termination of purchaser's rights, may be United States Postal postage money orders required by Section 11 of the Postage Act of 1898, New Haven, Conn., to the order of:

(h) Upon either's election to bring suit in justice any court of this state, including suit to enforce any payment required hereunder, the purchaser agrees to give a reasonable time for attorney's fees and all costs and expenses in connection with such suit, which same shall be included in any judgment of attorney's fees and costs rendered in such suit.

In the seller's fail being in to provide an affidavit of non-insurance on the premises of the business, and failure to do so, the seller agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the expense of all necessary records to determine the condition of title at the date each party to commencement, which sum shall be included in any judgment above entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to the date first written above:

[Handwritten signatures]

STATE OF CONNECTICUT

County of *Hartford*

On the day personally appeared before me *Robert A. Ladd*, Commissioner of Taxes, and acknowledged that
the instrument to be the original is distributed to and who signed; the within and foregoing instrument, and acknowledged that
thereby altered the same to *Robert A. Ladd*, Commissioner of Taxes, and, returning the seal, for the uses and purposes
hereinafter mentioned.

Given under my hand and official seal this

10/20/3

10/20/3

Hartford, Conn., 1927

Commissioner of Taxes and for the State of Connecticut,

Robert A. Ladd

Robert A. Ladd

THE STATE PROPERTY INSURANCE COMPANY
Fire and Life Insurance Company

Filed for Record at Register of Deeds

