

SAFECO
S-101249

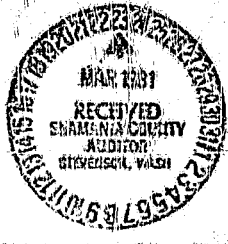
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REAL ESTATE CONTRACT
(FOIPA A-1084)

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THIS CONTRACT made and entered into this 19th day of May, 1981
between DAVID F. SKOKO and MARY A. SKOKO, husband and wife
hereinafter called the "seller," and ALFREDO DOMANERA and RACHEL E.M. DOMANERA, husband and wife
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 improvements, in Skagitania County, State of Washington.

LEGAL MER EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.



RECEIVED
MAR 23 1981
SHAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

6099
TRANSACTION EXCISE TAX
MAR 23 1981
\$5.00
The State of Washington
Department of Revenue

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

NINETY-NINE THOUSAND FIVE HUNDRED AND NO/100THS \$99,000.00 of which
TWENTY THOUSAND AND NO/100THS \$20,000.00 is cash and the balance of said purchase price shall be paid by

SEVEN HUNDRED TWENTY-SEVEN AND 23/100THS \$72,727.27 in 23 equal payments of \$3,162.10 per month at purchaser's option, on or before the first day of MAY 1981

and SEVEN HUNDRED TWENTY-SEVEN AND 23/100THS \$72,727.27 in 23 equal payments of \$3,162.10 per month at purchaser's option, on or before the first day of each month thereafter until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price at the

rate of 10% per cent per annum from the 10th day of August 1981 which interest shall be deducted from each installment payment and the balance of each payment shall be applied to the principal.

All payments to be made hereunder shall be made at Washington State Bank, Inc., Tacoma, Washington or at such other place as the seller may direct in writing.

Ballloon payments are not to exceed \$10,000.00 per year. PREPARED BY: TARRANT.

See attached ADDENDUM "E" for additional terms and conditions.

Notwithstanding the aforementioned payment terms of this contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within Seven (7) years from date of closing.

As referred to in this contract, "date of closing" shall be March 20, 1981

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against the real estate hereinafter described and to pay the same by the date of delinquency. If by the terms of this contract the purchaser has assumed payment of any mortgage, interest or other encumbrance, or has assumed payment of or agreed to pay any taxes or assessments now or hereafter levied against the real estate, the purchaser agrees to pay the same before delinquency. Purchaser shall provide seller with proof of payment of all taxes and fire insurance each year.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, at his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter 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 consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price until unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward 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 expenses of procuring 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 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 in standard form, and a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions 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 vendor reserves lien; and
 - c. Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or deed of trust on which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in title.
- (6) If seller elects to sell real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or deed of trust on 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 payment of the debt due the seller under this contract.

Transaction in compliance with County subdivision ordinance of Skagitania County Assessor - By: X

THE STATE OF WASHINGTON, County of Clark, ss. I, the undersigned, a Notary Public for said State, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 19th day of March, 1931.

1. Easements and Rights of Way for electric power lines, under Auditor's File No. 1156.
2. A strip of land 30 feet in width over and across the North 31st St. for road purposes, under Auditor's File No. 70508, records of Stanislaus County, Washington.
3. Easement records October 1, 1930 under recording No. 72652.
4. A 30 foot right of way easement designated Shoko Road - Auditor's File No. 66130.

THE STATE OF WASHINGTON, County of Clark, ss. I, the undersigned, a Notary Public for said State, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 19th day of March, 1931.

THE STATE OF WASHINGTON, County of Clark, ss. I, the undersigned, a Notary Public for said State, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 19th day of March, 1931.

THE STATE OF WASHINGTON, County of Clark, ss. I, the undersigned, a Notary Public for said State, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 19th day of March, 1931.

THE STATE OF WASHINGTON, County of Clark, ss. I, the undersigned, a Notary Public for said State, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 19th day of March, 1931.

THE STATE OF WASHINGTON, County of Clark, ss. I, the undersigned, a Notary Public for said State, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 19th day of March, 1931.

IN WITNESS WHEREOF, the said Notary has hereunto set his hand and seal of office on this 19th day of March, 1931.

David F. Shoko - Seller (SEAL)

Mary A. Shoko - Seller (SEAL)

Alfredo Bocanegra - Buyer (SEAL)

Rachel E.N. Escanera - Buyer (SEAL)

STATE OF WASHINGTON

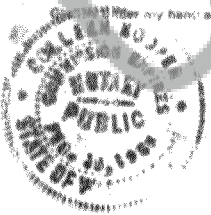
County of Clark

On this day personally appeared before me, David F. Shoko, Mary A. Shoko, Alfredo Bocanegra and Rachel E.N. Escanera

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 their free and voluntary act and deed.

Witness my hand and official seal this 19th day of March, 1931

Notary Public in and for the State of Washington
Residing at Vancouver



SAFECO TITLE INSURANCE COMPANY

THIS SPACE IS RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

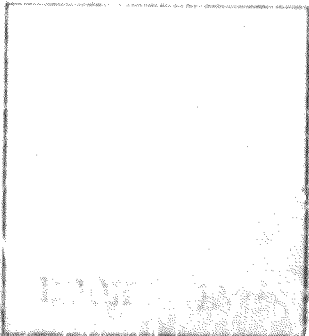


EXHIBIT "A"

A tract of land in the East half of the East half of the Northeast quarter of the Southeast quarter of Section 19, Township 2 North, Range 3 East of the Willamette Meridian described as follows:

Commencing at the quarter corner on the East line of the said Section 19; thence Southerly along the East line of said Section 19 340 feet to the true point of beginning; thence Easterly parallel with the North line of the Northeast quarter of the Southeast quarter of said Section 19 330 feet to the East line of a tract of land conveyed to Donald L. Wallace by Deed recorded Jul. 14, 1977 in Book 33 of Deeds at Page 37; thence Southerly along the East line of said Donald L. Wallace tract 404 feet; thence Easterly parallel with the North line of the Northeast quarter of the Southeast quarter of said Section 19 330 feet to the East line of the said Section 19; thence Northerly along the East line of Section 19 140 feet to the true point of beginning.

ALSO KNOWN AS lot 3 of David V. Sacks short plat recorded in Book 1 of short plats at Page 47, under Auditor's Sale No. 2630, records of Stanislaus County Washington

STATE OF WASHINGTON
COUNTY OF STANISLAUS
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
John F. [Signature]
OF Stanislaus County, California
AT 11:15 A.M. July 14, 1977
WAS RECORDED IN BOOK 79
OF Deeds IN THE
RECORDS OF SAID COUNTY IN THE MAIN
BOOK 79 PAGE 517
COUNTY CLERK
[Signature] DEPUTY

ADDENDUM "F"

1. The monthly due date for payment shall be the first (1st) day of each month, and there shall be a five (5) day grace period for late payments after the first (1st) day of each month, during which grace period payments may be made without penalty.

After the grace period, liquidated damages of Five (\$5.00) Dollars per day shall be paid in addition to the payment, not as a penalty, but as liquidated damages because the actual damages are not capable of precise ascertainment.

2. Whenever the purchaser shall be in default by the failure to pay any amounts specified or ascertainable under this contract, seller may give the purchaser a thirty (30) day notice of intent to accelerate all amounts due to the seller under this contract, after which, if any such amount is not fully paid at the end of thirty (30) days, the seller may elect to declare all amounts owed by the purchaser to the seller under this contract to be immediately due and payable and the purchaser's right to make periodic installments terminated.

3. In the event of sale of said property by purchaser, sellers Mr. and Mrs. David Skoto shall be cashed out on the remaining contract balance.

4. Paragraph 3, Addendum "A" to Real Estate Purchase and Sales Agreement, January 6, 1981, between Alfredo and Rachel Borcaneira, husband and wife, as purchasers, and David and Mary

Skoko, husband and wife, as sellers, is hereby revoked and the following provision substituted:

A. David and Mary Skoko, husband and wife, as sellers, reserve fifty percent (50%) of the water rights from the well located on said property, and a guarantee that said fifty percent (50%) water rights include a ten gallon per minute minimum flow.

DATED this 22 day of March, 1981.

David P. Skoko
DAVID P. SKOKO, Seller

Mary A. Skoko
MARY A. SKOKO, Seller

Alfredo Bocanegra, Jr.
ALFREDO BOCANEGRA, JR.
Purchaser

Rachel E. M. Bocanegra
RACHEL E. M. BOCANEGRA,
Purchaser