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SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
JUN 6 - 1975
Amount Paid $ 78.00
Mel Holgren, Co. Treas.
By M. Hoevet Deputy

REAL ESTATE CONTRACT
For Unimproved Property

THIS CONTRACT made this 1st day of June, 1975 between LOWELL E. KNUTSON and SHIRLEY E. KNUTSON, husband and wife hereinafter called the "seller" and LAVONNE RESER and YANCEY RESER, husband and wife hereinafter called the "purchaser",

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with appurtenances situate in Skagit County, Washington:

Tract A - Skagit Short Plat 65-73

A portion of Government Lot 2, Section 25, Township 36 North, Range 1 East, W.M., being more particularly described as follows:

Beginning at the northwest corner of Lot 4 of the Plat of Florence V. Lewis, North Guemes Tracts, as per plat recorded in Volume 4 of Plats at page 41, records of Skagit County, Washington; (bearings are oriented to said plat) thence North 22° 17' West along the easterly line of the county road, a distance of 80.00 feet; thence North 67° 55' East a distance of 170 feet, more or less, to the line of ordinary high tide; thence southeasterly along said high tide line a distance of 105 feet, more or less, to the northeast corner of said Lot 4 of Florence V. Lewis, North Guemes Tracts; thence South 76° 38' 10" West along the north line of said Lot 4, a distance of 158.48 feet to the point of beginning.

Tract C - Skagit Short Plat 65-73

A portion of Government Lot 2, Section 25, Township 36 North, Range 1 East, W.M., being more particularly described as follows:

Commencing at the northwest corner of Lot 5 of the Plat of Florence V. Lewis, North Guemes Tracts as per plat recorded in Volume 4 of Plats at page 41, records of Skagit County, Washington; thence North 13° 21' 50" West (bearings of this description are oriented to said plat) a distance of 109.50 feet to the TRUE POINT OF BEGINNING; thence continue North 13° 21' 50" West a distance of 109.50 feet; thence North 76° 38' 10" East a distance of 140.63 feet to the West boundary of the county road; thence South 22° 17' East along said road boundary a distance of 110.84 feet to a point bearing North 76° 38' 10" East from the TRUE POINT OF BEGINNING; thence South 76° 38' 10" West a distance of 157.81 feet to the TRUE POINT OF BEGINNING.

together with an easement for beach access, including without limitation ingress and egress by pedestrians and vehicular means, and for purposes of boat launching over and across the north 40 feet of the property more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with an easement for the purposes setforth in the reservation of easement below appearing, as

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such easements are now or hereinafter reserved, or granted on any portion of the property described in Exhibit B attached hereto and incorporated herein by this reference, and subject to a contract dated July 12, 1967, between Dollie N. Lewis, individually and as executrix of the estate of Alva L. Lewis as seller and grantors and grantees herein as purchasers to be paid by grantors and grantees in accordance with the terms thereof and subject to the easements and rights of way below reserved and subject to building and use restrictions imposed on said properties by governmental authority.

There are hereby specifically reserved for the benefit of the sellers, the purchasers, their heirs and assigns and any applicable utility company or private association or group providing such services and the owners in common, and each owner severally of the lands described in Exhibit B attached hereto and incorporated herein by this reference as their respective interests shall obtain, the easements and rights of way, as are specifically identified hereinafter.

An easement and right of way is reserved under, over and upon ten foot strips of land adjacent to front, rear and side boundary lines of each of the two tracts of property being sold hereunder for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage, gas, etc., whether such facilities are installed by a public utility or a community or private association or corporation together with the right to enter upon the lots at all times for said purposes; provided, however, that in the event the house originally constructed on the property being sold hereunder is constructed upon all or any portion of such reserved easement areas, prior to the installation of any of the above described utilities, the portion of the utility easement over which the house is in part built shall ipso facto be deemed to be abandoned and released without further action of any kind or nature.

On the following terms and conditions: The purchase price is seven thousand eight hundred and no/100 ($7,800.00) dollars, of which one thousand four hundred seventy-five ($1,475.00) dollars has been paid,

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the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: In monthly installments of $128.25 or more per month including interest at the rate of eight per cent per annum on the declining balance from June 1, 1975. Monthly payments shall be made on or before the 1st day of each calendar month commencing July 1, 1975.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his

agreements herein, to execute and deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Pioneer National Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the down payment insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

IN WITNESS WHEREOF the parties have signed and sealed this contract the say and year first above written.

Yancey Reser
Yancey Reser

LaVonne Reser
LaVonne Reser

Lowell E. Knutson
Lowell E. Knutson

Shirley E. Knutson
Shirley E. Knutson

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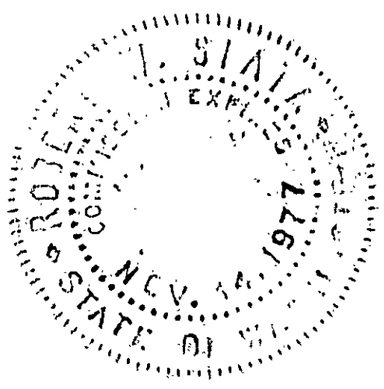
STATE OF WASHINGTON)
) ss.
County of King)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29 day of May, 1975, personally appeared before me LOWELL E. KNUTSON and SHIRLEY E. KNUTSON, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under may hand and official seal the day and year last above written.



Robert W. Stutt
Notary Public in and for the State of Washington, residing at Seattle.

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EXHIBIT A

TRACT "B" Skagit County Short Plat No. 65-73, all situated in Skagit County, State of Washington and more particularly described as:

A portion of Government Lot 2, Section 25, Township 36 North, Range 1 East, W.M., being more particularly described as follows:

Commencing at the northwest corner of Lot 4 of the Plat of Florence V. Lewis, North Guemes Tracts, as per plat recorded in Volume 4 of Plats at page 41, records of Skagit County, Washington; thence North 22° 17' West along the easterly line of the county road (Bearings of this description are oriented to said plat) a distance of 80.00 feet to the TRUE POINT OF BEGINNING; thence North 22° 17' West a distance of 126.10 feet; thence North 62° 26' East a distance of 160.00 feet, more or less, to the line of ordinary high tide; thence Southeasterly along said line of ordinary high tide to the intersection of a line bearing North 67° 55' East from the TRUE POINT OF BEGINNING; thence South 67° 55' West to the TRUE POINT OF BEGINNING.

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EXHIBIT B

Real property situated in Skagit County, State of Washington more particularly described as:

Tract A. Government Lot 2 in Section 25, Township 36 North, Range 1 East W.M., EXCEPT that portion thereof lying within "The Florence V. Lewis North Guemes Tracts," as per plat recorded in Volume 4 of Plats, page 41, records of Skagit County, EXCEPT county roads, and EXCEPT the following described tract:

1. The North 187 feet of the South 207 feet of the West 414 feet.

2. That portion of said Government Lot 2 lying Easterly of the County road and Northerly of the following described line:

Beginning at a point on the Easterly line of the County road which is North 22° 29' West 206.1 feet from the Northwest corner of Tract 4 of the Florence V. Lewis North Guemes Tracts, as per plat recorded in Volume 4 of Plats, page 41, records of Skagit County; thence North 62° 26' East to the meander line of said Lot 2 and the terminal point of the line being described.

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June 6 75 11:31 am.
Mel Halgren, Co. Treasurer

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