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REAL ESTATE CONTRACT T-48384-AE-2

THIS CONTRACT, made and entered into this ninth day of October, 1979
between COREY JOHN NIBARGER, as his separate property,
hereinafter called the "seller," and THE CLIFFORD TURNER SETTLEMENT, a Canadian Trust,
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 appurtenances, in Skagit County, State of Washington

Lots 6 through 15, inclusive, Block 251, "MAP OF THE CITY OF ANACORTES, SKAGIT
COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 4, records
of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

4706
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 10 1979

Amount Paid \$ 190.00
Ruth Wylie, Co. Treas.
By M. Sawyer Deputy

The terms and conditions of this contract are as follows. The purchase price is Nineteen Thousand and no/100's-
(\$19,000.00) Dollars, of which
Five Thousand Five Hundred and no/100's- (\$5,500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows

Two Thousand Two Hundred Fifty and no/100's Dollars (\$2,250.00) or more, at purchaser's
option on or before the Tenth day of October, 1980, and Two Thousand Two Hundred Fifty
and no/100's Dollars, (\$2,250.00) or more at purchaser's option on or before the
Tenth day of October of each succeeding calendar year until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay int-
erest at the rate of 10.00% per annum from the Tenth day of October, 1979, which
interest shall be deducted from each installment payment, and the balance of each
payment applied in reduction of the principal. Wherever indicated, "Dollar" shall
mean United States Dollars.

It is agreed between the purchaser and seller as herein named, that should any
claim or assessment be made by the Canadian Government for a percentage of and/or
share of the interest paid on this contract, that the purchaser shall hold the
seller harmless, and hereby agrees to pay all claims made by said government.

All payments to be made hereunder shall be made at Washington Federal Savings and Loan, P. O. Box 97,
or at such other place as the seller may direct in writing Anacortes, WA 98221
As referred to in this contract, "date of closing" shall be October 10, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee
hereafter become a lien on said real estate; and if 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 a lien on 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
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, 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 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 condemnation 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 herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restora-
tion 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 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, or a commitment therefor, issued by Transamerica 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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 this paragraph (5) shall be deemed defects in seller's title.

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