

REAL ESTATE CONTRACT



1120 PACIFIC AVE  
TACOMA WASHINGTON 98402

THIS CONTRACT made and entered into this 5th day of November, 1982

between Stanley D. Morris and Mildred E. Morris, husband and wife,

hereinafter called the "seller" and Donn S. Fbel and Susan S. Fbel, 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 appurtenances in Pierce County, State of Washington

Lot Nos. 3 and 4, as described and delineated in Short Plat No. 8211150208, recorded under filing number 8211150208 (said Lot Nos. 3 and 4 being a portion of Lot 1, George O. Kelley's Subdivision of Part of B.F. Wright D.L.C. No. 39 in Sections 20, 21, 28 and 29, Township 20 N R4E of the T.1.), located in the City of Puyallup, Pierce County, Washington.

C.T.I.  
348245  
NOV 22 1982

The terms and conditions of this contract are as follows: The purchase price is One Hundred Thirty Thousand and two hundred fifty (\$130,250.00) Dollars, of which Fifteen thousand (\$15,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: See Below

(\$ ) Dollars, or more at purchaser's option, on or before the day of , 19 , and (\$ ) Dollars, or more at purchaser's option on or before the day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of per cent per annum from the day of , 19 , 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.

The unpaid principal balance of the contract shall bear interest at the rate of 12% per annum for the first two years; and for the next three years at a rate equal to the U.S. Government six month treasury bill rate, adjusted quarterly, according to the Treasury Bill rate on bills sold during the first week of each quarter, but in no event less than 12% per annum. Purchaser shall make semi-annual payments of interest and principal of \$7,000 or more at Purchaser's option, with the entire principal balance due five years from the date of closing. The first payment shall be due six months from the date of closing.

As referred to in this contract, "date of closing" shall be November 15, 1982

(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 hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of an improvement 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 reconstruction 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 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 Commonwealth 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 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 this 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:

None.

(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 expense of installation 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 amounts 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 covenant hereof 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, 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 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.

(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 sums 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 sums shall be included in any judgment or decree entered in such suit.

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

NOV 22 1982

Stanley D. Morris by Mildred L. Morris (SEAL)  
Mildred L. Morris (SEAL)  
John S. Ebel (SEAL)  
Susan S. Ebel (SEAL)

STATE OF WASHINGTON,

County of \_\_\_\_\_

On this day personally appeared before me Stanley D. Morris and Mildred L. Morris

to me known to be the individual(s) 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, for the uses and purposes

therein mentioned. *she has power of attorney for Stanley D. Morris to sign on his behalf*

GIVEN under my hand and official seal this 12 day of November 1982

*Will Morris*  
Notary Public in and for the State of Washington,

residing at *1244 1/2*



A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

THIS SPACE RESERVED FOR RECORDING INDEX  
NOV 22 1982  
2 18 P 22

EXHIBIT A TO  
 SHORT PLAT - (REL. 11/13/80)  
 CONTRACT

1. Sellers warrant that they will cooperate with Purchaser in their development and platting of the real estate, and will execute all documents and do all other acts necessary for that purpose, provided that Sellers shall incur no expense in connection therewith.

2. Purchaser shall be entitled to a deed in partial fulfillment of the contract for either Lot 3 or Lot 4, at Purchaser's choice, upon payment of a principal sum equal to \$1.20 per square foot (over and above down payments) of the lot. Purchaser shall be entitled to a deed only to a full platted lot. To effectuate this provision, Sellers shall execute, and deposit with an escrow agent of their choice, separate fulfillment deeds to Lot 3 and 4, with instructions to said agent to deliver said deeds to Purchaser in accordance with the terms of this contract.

3. Sellers hereby grant and convey to Purchaser, their heirs, successors and assigns, the first right of refusal to purchase the adjoining real estate (Lot 1) being retained by them, which is locally described on Exhibit C hereto. When and if Sellers decide to sell Lot 1, they shall give Purchaser written notice of the price and terms at which they are offering to sell, and offer to sell the real estate to Purchaser at said price and on said terms. Purchaser shall have 15 days from receipt of said notice to accept the offer. If Purchaser does not accept the offer, Sellers may sell the real estate at said price and terms to any third party. If Sellers subsequently change the price or terms at which they are offering the property for sale, they shall again notify Purchaser and shall offer the property to him on those new terms, and Purchaser shall either accept or reject the offer as above provided. This provision is binding upon the heirs, successors and assigns of Sellers and shall run with the land. Notice shall be sent to Purchaser at 27th Floor, One Union Square, Seattle, WA 98101. The sale shall be closed within 60 days of the date of acceptance of terms by Purchaser. The parties agree that, on closing, a document reflecting this right of refusal shall be executed which document shall be filed of record.

4. Sellers warrant that the square footage of the property being purchased is 112,327 square feet plus or minus 100 square feet. If a survey establishes that the property is more or less than said amount, the purchase price shall be proportionately increased or decreased, provided however, that said surveyor, Nils Ronhovde Associates, Tacoma, WA, may determine the square footage involved from the survey map of the property certified on 10/13/80, and that their determination as such shall be acceptable to Sellers and Purchasers by a signed written statement before or at the time of closing.

5. Short Plat lots 3 and 4 shall have equal access to all parts of ingress-egress-utilities system as shown on Exhibit B. Purchasers, their heirs, successors, or assigns, shall be responsible for the original construction of and cost of constructing the access roads as required by the Short Plat.

The access road off 15th Street shall be constructed as of the time any deed release is given hereunder. The platted access roads shall be constructed of asphalt and, except for entrances, shall be of a minimum width of 20 feet (or, if sidewalks are required by the City of Puyallup or other governmental body, 24 feet).

6. After the platted access roads shown on Exhibit B are completed, Sellers and Purchasers, their heirs, successors or assigns, shall pay a proportionate share of any repairs, improvements or replacements thereto, in direct proportion to the square footage of property owned by said parties in comparison to the entire square footage in the short plat.

7. If Purchasers, their heirs, successors or assigns, shall construct a road along the 30 foot unplatted easement across lots 2 and 3 (as shown on Exhibit B), they shall upon request of Sellers grant to Sellers, or their heirs, successors or assigns, who may own Lot 1, an easement for ingress and egress across said road for as long as such road is maintained in place as such by Purchasers, their heirs, successors or assigns, provided that in such event the owners of Lot 1 shall, as a condition to said easement, pay a proportionate share of any repairs, improvements or replacements to said road in direct proportion to the square footage of Lot 1 in comparison to the entire square footage of the short plat.

8. All platted easement roadways designated on Exhibit B shall be perpetually reserved for utilities services for the benefit of Lots 1, 2, 3 and 4.



EXHIBIT C TO  
MORRIS - EBEL REW  
ESTATE CONTRACT

Lot No. 1 as described and delineated in  
Short Plat No. 8211150208 , recorded under  
filing number 8211150208 (being a portion  
of Lot 1, George O. Kelley's First Subdivision  
of Part of B. F. Wright D.L.C. No. 39 in  
Sections 20,21,28 and 29, Township 20 N R4E  
of the W.M.), located in the City of Puyallup,  
Pierce County, Washington.

