"Seller" shallinclude any individual, assignee, receiver, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, municipal or quasi-municipal corporation, association, society, or any group of individuals acting as a unit, whether mutual, co-operative, fraternal, non-profit or otherwise, but shall not include the United States or the State of Washington:

PROVIDED, on or after June 11, 1953, political subdivisions of the State of Washington and municipal corporations of this State shall likewise be excluded from the term "seller"

"Selling price" shall mean the consideration, in money or anything of value, paid or delivered or contracted to be paid or delivered in return for the transfer of the real property or estate or interest therein and shall include the amount of any lien, mortgage, contract indebtedness, or other incumbrance given to secure payment of the purchase price or any part thereof, or remaining unpaid on such property at the time of such sale, including the amount of any lien or encumbrance existing against the property and agreed to be paid by the purchaser, but shall not include the amount of any outstanding lien or encumbrance in favor of the United States, the State, or a municipal corporation for taxes, special benefits, or improvements.

PROVIDED, on or after June 8, 1955 the term "sale" shall be defined as follows:

As used in this chapter, the term "sale" shall have its ordinary meaning and shall include any conveyance, grant, assignment, quitclaim, or transfer of the ownership of or title to real property, including standing timber, or any estate or interest therein for a valuable consideration, and any contract for such conveyance, grant, assignment, quitclaim, or transfer, and any lease with an option to purchase real property, including standing timber, or any estate or interest therein or other contract under which possession of the property is given to the purchaser, or any other person by his direction, which title is retained by the vendor as security for the payment of the [illegible] ice.

[illegible]NSACTIONS: The term shall not include a transfer by gift, devise, or [illegible]ransfer of any leasehold interest other than of the type mentioned [illegible]ation or forefeiture of a vendee's interest in a contract for the sale [illegible], whether or not such contract contains a forfeiture clause, or deed in [illegible]ure of a mortgage or the assumption by a grantee of the balance owing [illegible] which is secured by a mortgage or deed in lieu of forfeiture of the [illegible]'s interest in a contract of sale where no consideration passes otherwise or [illegible]rtition of property by tenants in common by agreement or as the result of a court [illegible] (,) any transfer, conveyance, or assignment of property or interest in property [illegible]me spouse to the other in accordance with the terms of a decree of divorce or in [illegible]lment of a property settlement agreement incident thereto, the assignment or other [illegible]er of a vendor's interest in a contract for the sale of real property, even [illegible] accompanied by a conveyance of the vendor's interest in the real property involved, [illegible]ers by appropriation or decree in condemnation proceedings brought by the United [illegible], the state or any political subdivision thereof, or a municipal corporation, a [illegible]ge or other transfer of an interest in real property merely to secure a debt, or [illegible]ssignment thereof, any transfer or conveyance made pursuant to an order of sale by [illegible]ourt in any mortgage or lien foreclosure proceeding or upon execution of a judgment, [illegible] in lieu of foreclosure to satisfy a mortgage, a conveyance to the federal housing administration or veterans administration by an authorized mortgagee made pursuant to a contract of insurance or guaranty with the federal housing administration or veterans administration, nor a transfer in compliance with the terms of any lease or contract upon which the tax as imposed by this chapter has been paid or where the lease or contract was entered into prior to the date this tax was first imposed, nor the sale of any grave or lot in an established cemetery, nor a sale by or to the United States, this state or any political subdivision thereof, or a municipal corporation of this state.

SECTION II.

There is hereby levied and there shall be collected by the Treasurer on each sale of any real property situated in Island County a tax equal to one per cent of the selling price.

SECTION III.

The tax imposed by this ordinance shall be the obligation of the seller and the treasurer may proceed to collect the same from the seller by a civil action for debt;

PROVIDED, the tax shall also constitute a lien against the real property, the sale of which is involved, until paid and may be enforced by the treasurer in the manner prescribed for the foreclosure of mortgages;
PROVIDED FURTHER, an election on the part of the treasurer to pursue one remedy shall in no event operate to waive his right to pursue the other remedy until the full tax, together with interest, penalty, and costs shall have been recovered.

SECTION IV.

The tax herein levied shall be paid to and collected by the Treasurer who shall cause to be affixed to the instrument of sale an appropriate stamp or stamps evidencing satisfaction of the lien imposed hereunder and shall further issue a receipt acknowledging such payment which receipt shall be evidence of the satisfaction of the lien imposed hereunder and may be recorded in the manner prescribed for recording satisfaction of mortgages.

SECTION V.

No instrument of sale or conveyance, a tax on which is imposed by this ordinance, shall be accepted by the county Auditor for filing or recording until the tax shall have been paid and the stamp or stamps evidencing such payments have been affixed to the instrument or, where no tax is levied hereunder, a stamp indicating such.

SECTION VI.

It shall be the duty of the seller, within thirty days after the date of sale to furnish to the treasurer, in triplicate, on forms to be supplied by the treasurer, an affidavit containing the full name and address of the seller, the full name and address of the purchaser, the description of the real property involved, the date of sale or other transfer, the nature of the transfer, and the sale price, which affidavit shall be subscribed and sworn to by the seller, buyer, or the agent of either, before a notary public, the treasurer, or his duly authorized deputy.

Where the transaction involves the exchange in whole or in part of any real property or any estate or interest therein or any contract right thereto for any other real property or estate or interest therein or contract right thereto, there shall be filed by or on behalf of each grantor the above affidavit, which said affidavit shall state the fair market value of the property so exchanged, and a tax shall be levied and collected as to each transfer.

Where the transaction involved is a lease with an option in the lessee to buy real property or any estate or interest therein or contract right thereto, and the selling price is not stated in the instrument, the grantor, grantee or the agent of either shall, by affidavit, state the option price intended and the tax levied hereunder shall be on such stated option price; PROVIDED, that if, upon execution and delivery of instrument of conveyance or transfer pursuant to such option, the actual consideration passing be greater than the option price stated in the affidavit filed at the time the lease with option was executed, there is hereby levied and there shall be collected under this ordinance the tax on such additional amounts prior to the time the deed is accepted for recording; PROVIDED FURTHER, that where, by the instrument of lease, the lease payments do not apply on the ultimate sales price, the tax levied hereunder shall not be payable until the option is exercised and accepted.

Where the transaction involved constitutes a sale of standing timber under this ordinance and the selling price is stated in such conveyance as being determinable in the future on the basis of footage removed or on a stumpage basis, it shall be the duty of the seller to execute and file with the county treasurer the foregoing affidavit stating, in addition to the other requirements, the legal description of the real property on which such standing timber is located and an estimate, to the best of his knowledge, of the selling price ultimately to be received and shall pay to the county treasurer under this ordinance a sum equal to one per cent of such estimated selling price, which sum shall not be credited by the treasurer to the school fund but shall be retained in a separate account. On the expiration date of such timber contract, if not extended, or at the time cutting and removal is completed, whichever is earlier, it shall be the duty of the seller to execute and file with the county treasurer an additional affidavit in the above form setting out the selling price actually paid. In the event such amount results in a tax greater than the sum theretofore paid on the estimate the seller shall pay such additional amount to the county treasurer who shall thereupon place this amount, together with the sum originally deposited, to the credit of the school fund in the usual manner. In the event such amount be less than the