



200709270096
Skagit County Auditor

9/27/2007 Page 1 of 4 12:01PM

WHEN RECORDED RETURN TO:

Diane C. Harris
28701 Kunde Rd
Arlington - WA 98223



CHICAGO TITLE INSURANCE COMPANY

DOCUMENT TITLE(s)

1 Option to Buy Real Estate
2
3
4

Order Number: 005111052

REFERENCE NUMBER(s) OF DOCUMENT ASSIGNED OR RELEASED:

Additional reference numbers on page _____ of document

GRANTOR(s) :

1 Diane C. Harris
2
3

Additional names on page _____ of document

GRANTEE(s) :

1 Don + Sarah Weiler
2
3

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION:

Lot-Unit:	Block:	Volume:	Page:
Section:	Township:	Range:	Portion:

Plat Name: E 12 FT of LT 20 & LTS 21 & 22 B1K1
Central Add to Section

Complete legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s) :

P76382

Additional Tax Accounts are on page _____ of document

Note: This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996. Nothing on this sheet alters the names, legal description or other information in the attached document. The only purpose of this cover sheet is to assist the auditor in indexing the document in conformance with statute.

The Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

OPTION TO BUY REAL ESTATE

Dated: August 16, 2007 1

1. **Parties.** This Option is between Diane Harris ("Buyer") 2
and Don & Sarah Weiler ("Seller"). 3

2. **Option or Lease Option.** This Option is: 4

- Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated 08/16/2007 5
Default on that Lease constitutes default on this Option. → LEASE PERIOD STARTING @ 6
9/12/07. SEE FORM #34 7
- Unrelated to any lease between the parties. 7

3. **Purchase Price.** The Purchase Price of the Property shall be One Hundred and Two Thousand 8
& 0/100 Dollars (\$102,000.00), which shall be paid in cash at closing unless 9

otherwise specified in this Option. The following shall be applied to the: Down Payment Purchase Price: 10

- All rent paid under the above Lease; 11
- The dollar amount filled in at Paragraph 5, below; 12
- Other: _____ 13

4. **Legal Description.** The legal description of the Property is: In the above Lease Attached As follows: 14

5. **Option/Time Limit.** In consideration of: The rent and terms of the above Lease, and/or \$10,000.00 17
paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right to buy the 18
Property on or before 02/27/2009, (the "expiration date") without grace or extension of said 19
date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life 20
(whichever occurs later) plus twenty-one years. 21

6. **Notice-Exercise of Option.** Buyer may exercise this Option only by written notice personally delivered or 22
sent by certified mail, return receipt requested, to Seller at the Seller's address to be provided 23
to the Buyer. at least 30 days in advance of the expiration date of this option. 24

7. **Closing.** At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow with 25
Chicago Escrow, Marysville, WA., the Closing Agent, all monies and documents necessary to 26
close this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and 27
money, Seller shall deposit into escrow with said Closing Agent all documents and money required of the 28
Seller to close this sale. 29

8. **Time is of the Essence.** Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give 30
notice of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the 31
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and 32
money into escrow on or before the time required in paragraph 7, above; then this Option and Buyer's 33
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph 34
5, above. 35

9. **Purchase and Sale Agreement.** Buyer and Seller have completed and attached hereto a Purchase and 36
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction 37
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless 38
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice 39
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). In the event of 40
conflict between this Option and the attached Purchase and Sale Agreement, this Option shall control. 41

Initials: BUYER: DWH DATE: 9-11-07 SELLER: D&S DATE: 9-13-07 42
BUYER: _____ DATE: _____ SELLER: SW DATE: 9-13-07 43



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OPTION TO BUY REAL ESTATE
(continued)

10. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing of this sale, a commission of \$3,000.00 or _____ % of the Purchase Price to Re/Max Signature, Arlington WA 98223, a licensed real estate broker. No broker involved in this transaction is receiving compensation from more than one party unless otherwise disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation.

11. Agency Disclosure. At the signing of this Option, the Selling Licensee represents Seller Buyer both parties neither party. The Listing Agent represents Seller both parties neither party. Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker acting as dual agents. Buyer and Seller confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

12. Title Insurance. Within 10 days (10 days if not filled in), following mutual acceptance of this Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered through Chicago Title Insurance & Trust Co. title company. If title cannot be made marketable within 20 days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated.

At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable title.

The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing.

Diane C Davis 9-11-07
Buyer Date

Don G. Wink 9/13/07
Seller Date

Buyer Date

Justine Dale 9/13/07
Seller Date

RE/MAX Signature

Listing Broker

Selling Broker

Unlisted

Keith Johnsen

Listing Agent

Selling Licensee

STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

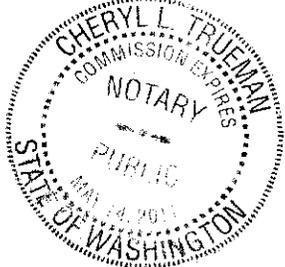
I hereby certify that I know or have satisfactory evidence that Don G. Wink appeared before me and signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated September 13, 2007

Cheryl L. Trueman
Notary Public in and for the State of Washington

Residing at Mount Vernon

5/14/11
My appointment expires



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Skagit County Auditor

NOTARY JURATE FOR OPTION TO BUY REAL ESTATE DATED AUGUST 16,
2007

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

SS

ON THIS 11TH DAY OF SEPTEMBER, 2007 BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
DIANE HARRIS KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED
IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED
THAT SHE SIGNED AND SEALED THE SAME AS HER FREE AND
VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.



NOTARY SIGNATURE

PRINTED NAME: TERESA VARNES
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT MARYSVILLE
MY COMMISSION EXPIRES ON 5/29/11



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 27 2007

Amount Paid to
Skagit Co. Treasurer
By *mam* Deput.



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Skagit County Auditor