

Return address:

AMERICAN DREAM REAL ESTATE SERVICES, INC.

1202 COMMERCIAL AVE

AVACORTES, WA 98221

360-588-1515



201105040089

Skagit County Auditor

5/4/2011 Page

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5 3:56PM

Document Title:

OPTION TO BUY REAL ESTATE

Reference Number :

Grantor(s):

additional grantor names on page ___

1. THELMA RAENEUE WEATHERLY

2.

Grantee(s):

additional grantee names on page EXHIBIT A

1. SCOTT BURNETT

2. MARIE BURNETT

Abbreviated legal description:

full legal on page(s) ___

HENSLERS 2ND TO ANA. LOTS 11+12 BLK 3

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P57416

OPTION TO BUY REAL ESTATE

Dated: April 20, 2011 1

1. Parties. This Option is between Burnett ("Buyer") 2
and Weatherly ("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 7-01-2011 5
Default on that Lease constitutes default on this Option. 6

Unrelated to any lease between the parties. 7

3. Purchase Price. The Purchase Price of the Property shall be One Hundred Ninety Five Thousand 8
Dollars (\$ 195,000), which shall be paid in cash at closing 9
unless otherwise specified in this Option. The following shall be applied to the: Down Payment 10
Purchase Price: 11

All rent paid under the above Lease; 12

The dollar amount filled in at Paragraph 5, below; 13

Other: \$300 of monthly rent for 2026 M Ave. starting July 1st, 2011 14

4. Legal Description. The legal description of the Property is: In the above Lease; Attached as Exhibit 15
A. 16

5. Option/Time Limit. In consideration of: The rent and terms of the above Lease, and/or 17
 \$8,775.00 paid by Buyer to Seller, Seller grants to Buyer, and Buyer's successors and assigns, the 18
right to buy the Property on or before 6-30-2016 (the "expiration date") without grace or extension of 19
said date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's 20
life (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 23

Guardian Northwest Escrow & Title Co, Anacortes, WA 98221 - Attn: Vicky Hoffmann 24
at least 30 days in advance of the expiration date of this option. 25

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 26
with Vicky Hoffmann, the Closing Agent, all monies and documents necessary to close 27
this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and money, 28
Seller shall deposit into escrow with said Closing Agent all documents and money required of the Seller to 29
close this sale. 30

8. Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give 31
notice of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the 32
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and 33
money into escrow on or before the time required in paragraph 7, above, then this Option and Buyer's 34
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph 35
5, above. 36

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and 37
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction 38
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless 39
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice 40
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). 41
In the event of conflict between this Option and the attached Purchase and Sale Agreement, this Option 42
shall control. 43

Initials: BUYER: SB Date: 5/4/11 SELLER: THW Date: 4-21-11
BUYER: WB Date: 4-21-11 SELLER: _____ Date: _____
WB 5-4-11



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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 44 closing of this sale, a commission of \$ _____ or 5 % of the Purchase Price to 45
Brigitte Bowen, a licensed real estate firm. Seller and Buyer consent to Listing Firm 46
and/or Selling Firm receiving compensation from more than one party. 47
11. **Agency Disclosure.** At the signing of this Option, the Selling Broker represents Seller 48
 Buyer both parties neither party. The Listing Broker represents Seller both parties 49
 neither party. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) 50
and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. 51
Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's 52
Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and 53
Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their 54
consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both 55
parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, 56
then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch 57
Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties 58
acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 59
12. **Title Insurance.** Within _____ days (10 days if not filled in), following mutual acceptance of this 60
Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard 61
form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered 62
through Guardian Northwest title company. If title cannot be made marketable within 63
_____ days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all 64
money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or 65
encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated. 66
At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with 67
homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, 68
showing marketable title. 69
The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and 70
restrictions, presently of record and general to the area; easements and encroachments, not materially 71
affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil 72
and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before 73
closing. 74

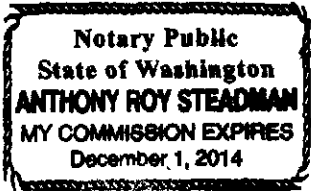
Buyer [Signature] Date 5/4/11
[Signature] 4/20/11 Date
Buyer [Signature] Date 9-20-11
American Dream R. E. Services
Selling Firm
Brigitte Bowen
Selling Broker

Seller [Signature] Date 4/20/11
Seller [Signature] Date
American Dream R. E. Services
Listing Firm
Brigitte Bowen
Listing Broker

STATE OF WASHINGTON
COUNTY OF Skagit Grayson) ss.

I hereby certify that I know or have satisfactory evidence that [Signature] ss.
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. 81
82
83
84

Dated April 21, 2011 85
[Signature] 86
Notary Public in and for the State of Washington, Texas
Sherman, TX 87
Residing at 8-12-14 88
My appointment expires



[Signature]
5/4/11



ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated April 20, 2011 1
between Burnett ("Buyer") 2
and Weatherly ("Seller") 3
concerning 2026 M Ave, Anacortes, WA 98221 (the "Property") 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Addendum to Form 75 (Option to Buy): 6

- Lease-to-Own period shall start July 1st, 2011. 7
- Monthly rent payment shall be \$1,400.00. 8
- Buyer/Lessee will pay utilities, except for City of Anacortes Water/Sewer/Garbage bill. 9
- Rent payments shall be made through American Dream RES, Inc. Brokerage Account. 10
- At closing, \$300 of each \$1,400 monthly rent shall be subtracted from the Sales Price. 11
- Upon Mutual Agreement and Recording of this Option to Buy contract with Skagit County Recorder's Office, Buyer/Lessee shall make a non-refundable down payment of \$8,775 to Seller through the American Dream RES, Inc. Brokerage Account. 12
This down payment shall be deducted from the Sales Price at closing. 13
14
15
- Buyer/Lessee shall have the right to store personal items in the garage at the Property starting June 1st, 2011. 16
17
- During lease period, Buyer/Lessee shall have the right to paint the interior. 18
- During lease period, Buyer/Lessee shall have the right to install a wood stove. 19

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 20
21
22
23

Initials: BUYER: JB Date: 4/20/11 SELLER: TRW Date: 4-21-11
BUYER JB Date: 4/20/11 SELLER: _____ Date: _____



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Skagit County Auditor

EXHIBIT A, LEGAL

WHEN RECORDED RETURN TO:

Name: Thelma Rasmelle Weatherly
Address: 2026 M Ave.
City: Anacortes WA 98221

200403150189
Skagit County Auditor

SMR/2004 Page 1 of 1 11:38AM

Chicago Title Company - Island Division

QUIT CLAIM DEED

THIS GRANTOR David Charles Weatherly

for and in consideration of Terms of Skagit Co. Divorce
conveys and quit claims to Thelma Rasmelle Weatherly

Pls initial < date

the following described real estate, situated in the County of Skagit, State of Washington,
together with all other acquired title of the grantor therein:

Lots 11 and 12, Block 3 Henster's Second Addition to
Anacortes, according to the plat thereof recorded in
Volume 3 of Plats, Page 53, Records of Skagit County,
Washington, which has the address of 2026 M Ave.
Anacortes, Washington 98221

MP 4-20-11
SD 4/20/11
TKD 4/21/11

Tax Account Number: 3795 003 012 0003

DATED March 15 2011

David C. Weatherly
(Individual)

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 15 2004

Amount Paid
Skagit County Treasurer
Deputy

(Individual)

By (Secretary)

STATE OF WASHINGTON

COUNTY OF Skagit

On this day personally appeared David C. Weatherly
to me known to be the individual whose name
is subscribed to the within and foregoing instrument,
and acknowledged that he executed the same for the uses and purposes therein expressed.



16th day of MARCH 2011

Jane W. Frazer
Notary Public in and for the State of Washington,
My commission expires: 11-29-2012

STATE OF WASHINGTON

COUNTY OF _____

On this day of _____ 20____
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
and _____
to me known to be the _____
Secretary, respectively, of _____
the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and
deed of said corporation, for the uses and purposes therein expressed,
and on each acted due _____
the said instrument and that the act attested in the instrument was of the
corporation.

Witness my hand and official seal hereunto on this day of _____
that above written.
Notary Public in and for the State of Washington,
My commission expires: _____



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Skagit County Auditor