

WHEN RECORDED RETURN TO:

DAVID S. ROBINSON
4046 A DEMING ROAD
EVERSON WA 98247



201108260012

Skagit County Auditor

8/26/2011 Page

1 of

15 10:21AM

COPY

Chicago Title Insurance Company

425 Commercial Street, Mount Vernon, Washington 98273

DOCUMENT TITLE(s)

PURCHASE AND SALE AGREEMENT

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

GRANTOR(s):

1. DAVID S. ROBINSON
2. SUSAN L. ROBINSON

GRANTEE(s):

1. BRYAN L. PIERSON

ABBREVIATED LEGAL DESCRIPTION:

PTN. TRACT 73, BURLINGTON ACREAGE PROPERTY

☐ Complete legal description is on page 15 of the document

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

P62782

☐ (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

This cover sheet is for the County Recorder's indexing purposes only.

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

Purchase + Sale
Plus Addendum "A"

COPY

Purchase and Sale Agreement

WASHINGTON

THIS IS A LEGAL DOCUMENT



NOTICE TO USERS OF THIS FORM: There is no all-inclusive purchase and sale or escrow agreement that will apply to all residential purchase and sale transactions. This form residential purchase and sale agreement and escrow instructions has been prepared by legal counsel for ChoiceA, Inc. ("ChoiceA") and contains basic terms that apply to the majority of residential transactions. However, although every care has been taken to ensure that this document is fair and complete and favoring neither party, it is common for terms and conditions unique to a particular transaction to arise that need to be included in the written agreement between the Buyer and Seller. If either party finds this form to be unsatisfactory given the unique circumstances of his or her proposed transaction, it is strongly encouraged that Buyer and Seller obtain qualified legal counsel to review this form and revise this form purchase and sale agreement as necessary to meet the needs of the Buyer and Seller. It is the goal of ChoiceA and strongly encouraged that all Buyers and Sellers who utilize form agreements provided on this website to have such agreements reviewed by qualified legal counsel to ensure they adequately address all facets of a proposed transaction between a Buyer and Seller.

All form agreements, information, content, layout, and materials that appear on this Site are the sole property of ChoiceA and may not be copied, imitated, used, or posted on another website, in whole or in part, without the prior written permission of ChoiceA Inc.

**WASHINGTON RESIDENTIAL REAL ESTATE PURCHASE AND SALE
AGREEMENT AND ESCROW INSTRUCTIONS**

This Washington Residential Real Estate Purchase and Sale Agreement and

Escrow Instructions ("Agreement") by and between David S. + Susan L. Robinson

("Seller") and Bryan Pearson ("Buyer") is dated for reference

purposes as of July 24, 2011. The date that this Agreement is executed by both Buyer and Seller will be referred to as the "Effective Date."

COPY



Recitals

A. Seller is the owner of the real property and improvements (the "Property")

located in the City of Burlington County of Skagit, State
of Washington, commonly known as 1020 S. Amcortis St. having the
following legal description:

[Insert Legal Description] To be attached @ closing

(The parties hereby authorize the escrow agent to insert the proper
legal description in this Agreement. THE INCLUSION AND
ACCURACY OF THE LEGAL DESCRIPTION ARE
NECESSARY ELEMENTS OF THIS AGREEMENT)

Property Parcel Identification Number: To be Added Later (the parcel
number may be obtained from the Title Company or, in many cases, from the website of the
county where the property is located)

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the
Property on the terms and conditions set forth in this Agreement.

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. Purchase and Sale. Buyer agrees to purchase the Property from Seller and Seller agrees to
sell the Property to Buyer for the sum of Current Payoff at closing \$ 00 USD ("Purchase
Price").



2. Payment of Purchase Price. The Purchase Price will be payable as follows:

Earnest Money Deposit. Within 3 business days of the Effective Date of this Agreement, Buyer will deposit into escrow with Title Company (as defined below) the sum of

1700 Refundable Paid to Sellers on 6/16/2008
See addendum "A" for Explanation
\$1600.00 USD (the "Earnest Money"). [The amount of earnest money shall not exceed five percent (5%) of the Purchase Price. As a general rule, approximately one to two percent

(1% to 2%) of the Purchase Price is typical in residential transactions.] Title Company will invest the Earnest Money in a federally insured, interest-bearing account. All accrued interest will be treated as part of the Earnest Money. If the deposit is retained by Seller, Seller will receive the interest. If the deposit is returned to Buyer, Buyer will receive the interest. At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

Balance of Purchase Price. On or before the Closing Date (as defined below), Buyer will deposit into escrow the cash, a wire transfer of funds, a certified check, or a cashier's check, in the amount of the balance of the Purchase Price.

3. Escrow and Escrow Agent. Buyer and Seller hereby agree that the following title insurance company will act as escrow agent in this transaction ("Title Company"):

Chicago Title
Name of Title Company: _____

425 Commercial St.
Mt. Vernon Wc
Address of Title Company: _____

Name of Title Officer/Escrow Agent: _____

(360) - 424 - 1700
Phone Number of Title Company: _____

E-Mail Address of Title Officer/Escrow Agent: _____



choice. Buyer will have until _____, 20____, to complete its physical inspection of the Property. The Buyer and Seller agree that the Buyer has a right to inspect the Property and, as specified in Section 6(c), based upon information discovered in those inspections: (i) terminate this Agreement, or (ii) request that Seller make certain repairs or take other action with respect to the Property. Buyer and Seller further agree that Seller has no obligation to agree to or respond to such Buyer requests.

(if initialed by Buyer) This Agreement is not contingent on Buyer's approval of its physical inspection of the Property and Buyer hereby waives and removes the Buyer's inspection contingency set forth above. *Note to Buyer: Do not initial here if you intend for your purchase of the Property to be contingent on your approval of the results of an inspection of the Property.*

Buyer obtaining a new loan from a financial institution to purchase the Property for a term no less than _____ years [30 years if left blank] at an interest rate not to exceed _____ percent per annum or on other terms and conditions reasonably acceptable to Buyer on or before the Closing Date and the appraisal being not less than the Purchase Price. Buyer agrees to apply for said

loan no later than _____ days [5 days if left blank] following the Effective Date of this Agreement. The Buyer agrees to make every reasonable effort to expedite the loan application and approval process related to the purchase of the Property. *Note to Buyer: It is strongly encouraged that Buyer have the needed financing approvals in place prior to making an offer on the Property.*

(if initialed by Buyer) No loan is needed to purchase the Property and Buyer hereby waives and removes the Buyer's financing contingency set forth above. The Buyer will provide Seller with written verification of sufficient funds to close within 7 days of the Effective Date. *Note to Buyer: Do not initial here if you intend for your purchase of the Property to be contingent on your ability to obtain a home loan to finance the purchase of the Property.*

(if initialed by Buyer) This Agreement is not contingent upon the Property appraising at no less than the Purchase Price and Buyer hereby waives and removes the appraisal contingency set forth above. *Note to Buyer: Do not initial here if you intend for*



201108260012
Skagit County Auditor

For Sale By Owner - FSBO Docs

your purchase of the Property to be contingent on the appraised value of the Property being no less than the Purchase Price

Buyer and its agents will have full access to the Property for the purpose of conducting Buyer's inspections. If: (i) Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections and/or Seller's response to Buyer's requests for repairs or other action *(unless waived by Buyer as indicated by Buyer's initials above)*; (ii) if Buyer has not obtained the financing described above *(unless waived by Buyer as indicated by Buyer's initials above)*, or (iii) the appraisal on the Property is less than the Purchase Price *(unless waived by Buyer as indicated by Buyer's initials above)*, Buyer may terminate this Agreement by written notice to Seller given at any time before the applicable date set forth above, in which event the Earnest Money will be refunded to Buyer. If Buyer fails to give any such notices of termination within the applicable time period, the respective condition will be deemed satisfied or waived.

7. Buyer's Right to Enter Property/Indemnity. Buyer or an authorized agent of Buyer will have the right, at reasonable times, to enter upon the Property and make inspections or tests at Buyer's sole expense and liability, and Seller shall make all reasonable efforts to accommodate such access, provided that Buyer is not authorized to conduct any activities in connection with the Property which will result in any liens being filed against the Property, and provided further that Buyer agrees to hold Seller harmless from and indemnify and defend Seller from all liability, including any liens, which arises from Buyer's activities on the Property.

8. Repairs and Final Walk-Through. Repairs to the Property that Seller has agreed to perform under Section 6(a) must be completed prior to the Buyer's final walk-through of the Property unless otherwise agreed to by Buyer and Seller in writing. Repairs to be performed at Seller's expense may be performed by Seller or through Seller's agent(s), provided that the work performed complies with applicable law (including governmental permits, inspection and approval requirements). Repairs must be completed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Seller will: (i) obtain receipts for repairs performed by Seller or Seller's agent(s); (ii) prepare a written statement indicating the repairs performed on the Property by Seller or Seller's agent(s) and the date such repairs were completed; and (iii) provide copies of such receipts and statement(s) to the Buyer prior to the final walk-through of the Property. Buyer and/or an authorized agent of Buyer shall have the right prior to the Closing Date, at a reasonable time and upon 24 hour advance notice to Seller, to



201108260012

Skagit County Auditor

For Sale By Owner - FSBO Docs

enter upon the Property and conduct a final walk-through of the Property to determine if all repairs Seller agreed to perform on the Property have been completed ("Final Walk-Through"), and Seller shall make all reasonable efforts to accommodate such access.

9. Deed. On the Closing Date, Seller will execute and deliver to Buyer a statutory warranty deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions.

10. Title Insurance. At Closing, Seller agrees to provide to Buyer, at ^{Buyer's} Seller's expense, an owner's standard ALTA form policy of title insurance issued by Title Company, such policy containing, in addition to the normal printed exceptions, only those defects and encumbrances approved by Buyer under Section 5 above. ~~If Buyer so elects, Seller agrees to furnish Buyer an owner's extended coverage title insurance policy, but Buyer agrees to pay the additional premium required for extended coverage.~~

DL SR
BP

11. Seller Representations. Seller represents and warrants to Buyer as follows:

Seller knows of no material structural defects with respect to the Property.

All electrical wiring, heating, cooling, and plumbing systems are in good working order and the balance of the Property, including the yard, will be in substantially its present condition on the Closing Date.

Seller has received no written notice of any liens to be assessed against the Property.

Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

Seller is not a "foreign person" as that term is defined in IRC § 1445. On the Closing Date, Seller will execute and deliver to Buyer a certification of nonforeign status.

The Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes contained on or under the Property and the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.



201108260012
Skagit County Auditor

For Sale By Owner - FSBO Docs

15 10:21AM

Property, the owner's standard title insurance policy, and the real estate excise tax. Real property taxes for the current tax year, insurance premiums (if Buyer assumes the existing policy), homeowner association assessments imposed on the Property prior to Closing, if any, and other usual items will be prorated as of the Closing Date. ~~Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Any supplemental tax bills shall be paid as follows: (i) for periods after Closing, by Buyer; and (ii) for periods prior to Closing, by Seller.~~ Proration of supplemental tax and utility bills issued after Closing, if any, shall be handled directly between Buyer and Seller outside of escrow.

17. Default.

Buyer's Remedies. In the event Seller defaults in its obligations under this Agreement, Buyer may, at Buyer's option, specifically enforce this Agreement, may recover damages from Seller, and/or may rescind this Agreement.

*Earnest \$ is Non-Refundable
See Addendum "A" for explanation*

Handwritten initials and date: 12/24/11

~~**Seller's Sole Remedy.** If the contingencies described in Section 6 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Buyer will forfeit the Earnest Money to Seller as liquidated damages, and this Agreement will be of no further effect, it being the intention of the parties that the forfeit of the Earnest Money will be the sole and exclusive remedy available to Seller.~~

Handwritten signature of Seller
Seller's Signatures

Handwritten signature of Seller
Seller's Signatures

Handwritten date: 12-24-2011

18. Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase. Buyer has read the Lead Warning



201108260012
Skagit County Auditor

For Sale By Owner - FSBO Docs

Buyer and Seller acknowledge and agree that: (i) e-mail is an acceptable form of written communication and may be used by the parties as a method of delivering notices required under this Agreement; provided, however, Buyer and Seller may only use the e-mail address(es) listed above to send, forward or receive e-mail communication for matters relating to this Agreement; (ii) it is the responsibility of both parties to monitor the sender's e-mail address and reject any communication from an e-mail address other than the e-mail address(es) listed above; (iii) Buyer and Seller have sole access to their respective e-mail address(es) listed above and any communication from such e-mail address(es) will be deemed authentic and accurate communication from the sending party; and (iv) the use of e-mail is intended to expedite the traditional methods of written communication by mail or overnight courier service and its use as a method of written communication between the parties for purposes of this Agreement is encouraged.

_____ (if initialed by Buyer) All notices required to be given to Buyer under this Agreement shall only be delivered by first class U.S. mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier service in accordance with Section 26(d). Seller shall not use e-mail correspondence to deliver notices required to be given to Buyer under this Agreement. *Note to Buyer: Do not initial here if you intend that Buyer may use e-mail to deliver any required notices under this Agreement to you. For example, if you would like to be able to set up times for inspections or coordinate other matters of this agreement then do not initial here and feel free to use email as a method of correspondence. All legal or binding agreements between the parties must still be signed in person, the use of email in this capacity is simply intended to speed the process of coordinating all that is necessary in a transaction.*

_____ (if initialed by Seller) All notices required to be given to Seller under this Agreement shall only be delivered by first class U.S. mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier service in accordance with Section 26(d). Buyer shall not use e-mail correspondence to deliver notices required to be given to Seller under this Agreement. *Note to Seller: Do not initial here if you intend that Buyer may use e-mail to deliver any required notices under this Agreement to you. For example, if you would like to be able to set up times for inspections or coordinate other matters of this agreement then do not initial here and feel free to use email as a method of correspondence. All legal or binding agreements between the parties must still be signed in*



201108260012
Skagit County Auditor

For Sale By Owner - FSBO Docs

person, the use of email in this capacity is simply intended to speed the process of coordinating all that is necessary in a transaction.

21. Time of Essence. Time is of the essence of this Agreement.

22. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, neither Buyer nor Seller may assign its rights under this Agreement.

23. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington.

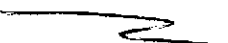
24. Headings. The headings of the sections of this Agreement are inserted solely for the convenience of the parties, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

25. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, correspondence, discussions, agreements, and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

26. Survival. Buyer and Seller agree that all representations, warranties and agreements made herein will not merge in, but will survive, the closing of this transaction and the delivery of any deeds under this Agreement.

27. Real Property Transfer Disclosure Statement. Within five (5) days of the mutual execution of this agreement by Buyer and Seller, Seller agrees to complete and deliver to Buyer the attached Real Property Transfer Disclosure Statement.

28. No Brokers Or Agents. The parties represent that neither party has employed the services of a real estate broker or agent in connection with the Property, or that if such agents have been employed, that the party employing said agent will pay any and all expenses outside the closing of this Agreement.

No Agents




201108260012
Skagit County Auditor

For Sale By Owner – FSBO Docs

~~29. IRC 1031 Exchange. If either Buyer or Seller or any assignee of either of them wishes to enter into a tax-free exchange under Section 1031 of the Internal Revenue Code, the other party agrees to cooperate including without limitation assigning this Agreement to an accommodation party, provided there is no delay or any additional cost, risk or liability to the cooperating party.~~

30. **Counterparts** This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a legible photocopy, telefax, carbon or carbonless copy of the signed original of this Agreement will be treated the same as delivery of the original.

31. **Seller's Time for Acceptance** Seller will have only until ~~5:00 p.m.~~ on

~~[insert date] to accept this Agreement by delivering a signed copy thereof to the Buyer. If Seller does not deliver a signed copy within this time period, this Agreement will lapse, Buyer's earnest money deposit will be returned to Buyer, and all rights of the parties under this Agreement will terminate.~~

NOTE: Full and proper legal names of Buyer(s) and Seller(s) are required below. All names must match ownership documents for the Property. Buyer(s) and Seller(s) will show necessary personal identification to Title Company prior to Closing.

SELLER:

BUYER:

By: ~~X~~ David S. Robinson

Name: David S. Robinson

By: ~~X~~ Bryan Pierson

Name: Bryan Pierson

By: ~~X~~ Susan L. Robinson

Name: Susan L. Robinson

By: ~~X~~ _____

Name: _____

Dated: 7/24, 20 11

Dated: 7-24, 20 11



201108260012
Skagit County Auditor

For Sale By Owner - FSBO Docs

Addendum to P and Sale dated July 24th 2011

July 24, 2011

Overrides agreement to Purchase and Sale dated June 16, 2008 and supplement to new Purchase and Sale dated July 24th 2011 between David and Susan Robinson and Bryan Pierson.

For the following reasons the Robinsons deem that the house at 1020 Anacortes St. in Burlington Wa. Will be turned over to Bryan Pierson to continue to make payments on the existing mortgage until a time when he can obtain a bank loan to complete purchase. He will owe no money to the Robinsons and will purchase the home at the payoff balance at time of purchase.

This agreement overrides the purchase and sale agreement signed 6 16 2008 if any conflict arises and this agreement will be looked to for the final say of any conflict.

Reasons:

The home has depreciated to the point where there is no equity above what money that Bryan Pierson has put into the home to date, plus back payments and closing costs when he gets a loan to cash out existing mortgage and will be Bryan's responsibility.

-Bryan has paid \$16,000 on June 16, 2008 Which is the Non Refundable earnest money used in new purchase and sale.

-Bryan has paid \$ 9,500 in repair expenses since the purchase and sale was drafted consisting in a whole tear off roof replacement and misc. plumbing and electrical repair that the Robinsons were unable to afford.

-The Robinsons have fallen behind \$4100 on mortgage payments, and Bryan has agreed to take over payments and catch up on past due payments in exchange for buying the house at the bank payoff amount in lieu of an inevitable foreclosure.


-Bryan agrees to pay for taxes and insurance on the home until such time that he can buy the home at the payoff amount plus closing costs at that time.

-The home would not appraise for the original amount of the purchase and sale due to current home prices and the Robinsons believe that Bryan Pierson has paid enough and deserves the home at the Payoff amount of current mortgage.

David S Robinson



Susan L. Robinson



7/24/11

Bryan Pierson



7-24-2011



201108260012
Skagit County Auditor

8/26/2011 Page

14 of

15 10:21AM

EXHIBIT "A"

DESCRIPTION:

That portion of the West ½ of the West ½ of Tract 73, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said Tract 73;
thence East 90 feet;
thence South 75 feet;
thence West 90 feet;
thence North 75 feet to the point of beginning.

EXCEPT that portion described as follows:

Beginning at the Northwest corner of said Tract 73;
thence South 89°40'30" East along the North line of said Tract 73, 86.00 feet to the true point of beginning;
thence continue South 89°40'30" East along said North line, 4.00 feet to the Northwest corner of that certain tract conveyed by instrument recorded under Skagit County Auditor's File No. 546228;
thence South 0°24' East along the West line of said tract conveyed under Auditor's File No. 546228, 75.00 feet to the Southwest corner of said tract;
thence North 89°40'30" West along the South line of that certain tract conveyed by instrument recorded under Skagit County Auditor's File No. 700837, 4.00 feet to a point that is South 89°40'30" East, 86.00 feet from the Southwest corner of said tract conveyed under Auditor's File No. 700837;
thence North 0°24' West 75.00 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



201108260012

Skagit County Auditor