

COPY



201404250008

Skagit County Auditor
4/25/2014 Page

1 of

10

\$131.00

9:19AM

Return Address:
Canyon Law Office
817 Metcalf St., Suite 201
Sedro Woolley, WA 98284

REAL ESTATE PURCHASE AGREEMENT

Grantor(s): additional grantor names on page _____

- 1. Susan Petrovich
- 2.

Grantee(s): additional grantee names on page _____

- 1. Carolyn Hoerner
- 2.

Abbreviated Legal Description: full legal on page 2
SEDRO HOME AC PL 1 E 26FT OF S 90FT OF TR 22 & 90FT TR 23

Property Address:
519 Ball Street, Sedro Woolley, WA 98284

Assessor's Parcel / Tax ID Number: additional tax parcel number(s) on page _____
4171-001-023-0105 (P77111)

I, Carolyn Hoerner, Grantee, am hereby requesting an emergency non-standard recording for an additional fee 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. Recording fee is \$72.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Carolyn Hoerner Dated April 24, 2014

Legal Description:

The South 90 feet of Lots 22 and 23, "PLATE NO. 1, SEDRO HOME ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 3 of Plats, page 39, records of Skagit County, EXCEPT that portion of Lot 22 described as follows:

Beginning at the Southwest corner of said Lot 22; thence North 90 feet; thence East 120 feet; thence South 90 feet; thence West 120 feet to the point of beginning.

TOGETHER WITH a non-exclusive, permanent easement and right to the use of an automobile driveway for ingress and egress to the premises above described which said driveway is located on the following premises, to-wit:

Beginning at a point on the East line of Ball Avenue, 64 feet North of the Southwest corner of said Lot 22; thence East 106 feet; thence South 32 feet; thence East 14 feet; thence North 44 feet; thence West 120 feet; thence South 12 feet to the point of beginning.



201404250008

Skagit County Auditor

\$131.00

4/25/2014 Page

2 of 10 9:19AM

COPY

OPTION TO BUY REAL ESTATE

Dated: 5-24-12 1

1. Parties. This Option is between CAROLYN HOERNER ("Buyer") 2
and SUSAN PETROVICH ("Seller"). 3

2. Option or Lease Option. This Option is:
 Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated _____ 4
 Default on that Lease constitutes default on this Option. 5
 Unrelated to any lease between the parties. 6

3. Purchase Price. The Purchase Price of the Property shall be One-Hundred & Twenty
THOUSAND Dollars (\$ 120,000 -), which shall be paid in cash at closing unless 7
otherwise specified in this Option. The following shall be applied to the: Down Payment Purchase Price: 8
 All rent paid under the above Lease; 9
 The dollar amount filled in at Paragraph 5, below; 10
 Other: _____ 11
12
13

4. Legal Description. The legal description of the Property is: In the above Lease; Attached as Exhibit A. 14

5. Option/Time Limit. In consideration of: The ~~sale~~ and terms of the above ~~lease~~, and/or 15
 \$ 9000.00 paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right 16
to buy the Property on or before 5-24-12 (the "expiration date") without grace or extension of said date. 17
In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life (whichever 18
occurs later) plus twenty-one years. 19

6. Notice-Exercise of Option. Buyer may exercise this Option only by written notice personally delivered or sent by 20
certified mail, return receipt requested, to Seller at P.O. Box 745, Sedro -
Woolley, WA 98284 at least 30 days in advance of the expiration date of this option. 21
22

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 23
with SELLER ON 5-24-12 the Closing Agent, all monies and documents necessary to close this 24
transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and money, Seller shall 25
deposit into escrow with said Closing Agent all documents and money required of the Seller to close this sale. 26

8. Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give notice 27
of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the expiration 28
date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and money into escrow on 29
or before the time required in paragraph 7, above, then this Option and Buyer's privilege to buy the Property shall 30
terminate and Seller shall retain the option payment set forth in paragraph 5, above. 31

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and Sale 32
Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction according to the 33
terms and conditions set forth in the attached Purchase and Sale Agreement and, unless otherwise provided 34
therein, all time periods stated therein shall run from the date Buyer gives Seller notice exercising this Option (e.g., 35
time periods for obtaining financing, inspections, and title review). In the event of conflict between this Option and 36
the attached Purchase and Sale Agreement, this Option shall control. 37

10. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing 38
of this sale, a commission of \$ NA or NA % of the Purchase Price to 39
NA, a licensed real estate firm. Seller and Buyer consent to Listing Firm and/or 40
Selling Firm receiving compensation from more than one party. 41

11. Agency Disclosure. At the signing of this Option, the Selling Broker represents Seller Buyer both parties 42
 neither party. The Listing Broker represents Seller both parties neither party. Selling Firm, Selling Firm's 43
Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) 44
represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing 45
Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 46
Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, 47
then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing 48
Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person 49
representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated 50
Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties 51
acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 52

Initials: BUYER: CH Date: 5/24/2012 SELLER: SP Date: 5/24/2012
BUYER: CH Date: 5/24/2012 SELLER: SP Date: 5/24/2012



ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 5-24-12 1
between CAROLYN HOERNER ("Buyer") 2
and SUSAN PETROVICH ("Seller") 3
concerning 519 BALL ST., SEDRO-WOOLLEY, WA 98284 (the "Property"). 4

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

Sale Price 120,000.00 Finance on \$111,000.00 6
Int. Rate 5.5% AMT. ON 30 YRS. 7
Monthly Pymt. PI 763.55 8
Down Pymt. 9,000.00 9
TAXES - Monthly 92.76 10
Total Monthly Pymt. (856.31) 11

Payment due 30th Day of each Month 13
First Payment Due 6-20-12 - 14
Late AFTER THE 30th DAY OF EACH MONTH 15
Late Fee -\$25.00 16

Balance Due 6/30/2017 With Right to 18
extend Note to end of Contract with 19
No pre-payment Penalty 20

This is a Real Estate purchase and Sale 22
Agreement - Between the Above 23
mentioned parties 24



Skagit County Auditor 29
4/25/2014 Page 4 of 10 9:19AM 30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: CH Date: 5-24/2012 SELLER: SP Date: 5/24/2012
BUYER: CH Date: 5-24/2012 SELLER: SP Date: 5/24/2012

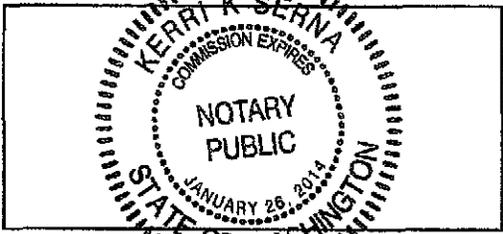
OPTION TO BUY REAL ESTATE
(Continued)

12. **Title Insurance.** Within 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 title company. If title cannot be made marketable within 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.

Carolyn A. Serina 5/24/2012 Susan Petrench 5/24/2012
Buyer Date Seller Date
Buyer Date Seller Date
Selling Firm Listing Firm
Selling Broker Listing Broker

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that Carolyn Hoerck is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/hers/their/its free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 5-24-12
Signature: [Signature]
Print Name: Kerri Serina
Notary Public in and for the State of Washington, Residing at: MT Vernon
My Appointment Expires: 1-26-2014

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that Susan Petrench is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 5-24-12
Signature: [Signature]
Print Name: Kerri Serina
Notary Public in and for the State of Washington, Residing at: MT Vernon
My Appointment Expires: 1-26-2014



UNMOUNTED

EXPENSES FOR MONTH, YEAR

ENCIRCLE BELOW ITEMS CHARGED DIRECTLY TO COMPANY—THEN SUMMARIZE HERE

Breakfast
 Lunch
 Taxi
 Tolls
 Parking
 Lodging
 Entertainment
 Telephone
 Business
 Other

Paid Out
 Reimbursed
 Unreimbursed
 Other

1 98284

2

3

4 P.O. Box 745

5 Delta Nursery, WA

6

7

8

9

10

11 360-826-3027

12 138112382122

13

14

15 Bank Account # B.O.A.

16

17

18

19

20

21 100.00 E Money

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

TOTAL

130,000

9000.00 Down

Vehicle Expenses from Revenue Side

TOTAL EXPENSES

LESS:

Advances by Company

Total Expenses
 Less Changes to Company Accounts
 Less Advances by Company
 Due Me
 Due Company
 Submitted by
 Approved by

Date
 Date
 Date
 Date

Check #

201404250008

Century 21
North Homes Realty, Inc.

Sharon Stokes
CENTURION Producer 2007

526 E. College Way
Mount Vernon, Washington 98273
Business: 360-424-2100
Fax: 360-404-2198
Cell: 360-661-6164
E-mail: Sharon@sharonstokes.com
Website: Sharonstokes.com




Interest Statement for

Carolyn Hoerner

519 Ball Street

Sedro Woolley, WA 98284

The interest paid by Tom & Carolyn Hoerner on the property located at 519 Ball Street, for the year ending December 31, 2012 is as follows

<u>DATE</u>	<u>PAYMENT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL INT</u>	<u>MORTGAGE BAL</u>
July 2012	\$763.55	\$254.80	\$508.75	\$508.75	\$110,745.20
Aug. 2012	\$763.55	\$255.97	\$507.58	\$1,016.33	\$110,489.22
Sept. 2012	\$763.55	\$257.15	\$506.41	\$1,522.74	\$110,232.08
Oct. 2012	\$763.55	\$258.32	\$505.23	\$2,027.97	\$109,973.75
Nov. 2012	\$763.55	\$259.51	\$504.05	\$2,532.02	\$109,714.24
Dec. 2012	\$763.55	\$260.70	\$502.86	\$3,034.87	\$109,453.55

In addition to the monthly payment, 92.76 was added to the payment amount to pay property taxes for a total mortgage payment of \$856.31 per month. The above table shows just principal, interest and mortgage balance.

June is not on here
2012



201404250008

Skagit County Auditor
4/25/2014 Page

7 of

10

\$131.00

9:19AM

COPY

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above. 40
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 41
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 42
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 43
- Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 44
- This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 45
- This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 46
- The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 47
- If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 48
- Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 49

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 50

Buyer/Lessee	Date	Buyer/Lessee	Date	80
--------------	------	--------------	------	----

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 81

Selling Broker	Date	Listing Broker	Date	84
---------------------------	------	---------------------------	------	----

Initials: BUYER/LESSEE: OH Date: 5-24-2012 SELLER/LESSOR: SP Date: 5/24/2012
 BUYER/LESSEE: OH Date: 5-24-2012 SELLER/LESSOR: JP Date: 5/24/2012

Skagit County Auditor
4/25/2014 Page 8 of 10 9:19AM \$131.00



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale/Lease Agreement dated 5-24-12 1
between CAROLYN HOERNER ("Buyer" and/or "Lessee") 2
and SUSAN PETROVICH ("Seller" and/or "Lessor") 3
concerning 519 BALL ST., SEDRO-CLAYTON 98284 (the "Property"). 4

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 6
is notified that such property may present exposure to lead from lead-based paint that may place young children 7
at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological 8
damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired 9
memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential 10
real property is required to provide the buyer with any information on lead-based paint hazards from risk 11
assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint 12
hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to 13
purchase. 14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 16
hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant 17
women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and 18
lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead 19
poisoning prevention. 20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time 22
up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering 23
the Agreement. 24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
 Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
(b) Records and reports available to the Seller/Lessor (check one below): 30
 Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead- 31
based paint and/or lead-based paint hazards in the housing (list documents below) 32

Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards 33
in the housing. 34
35
36

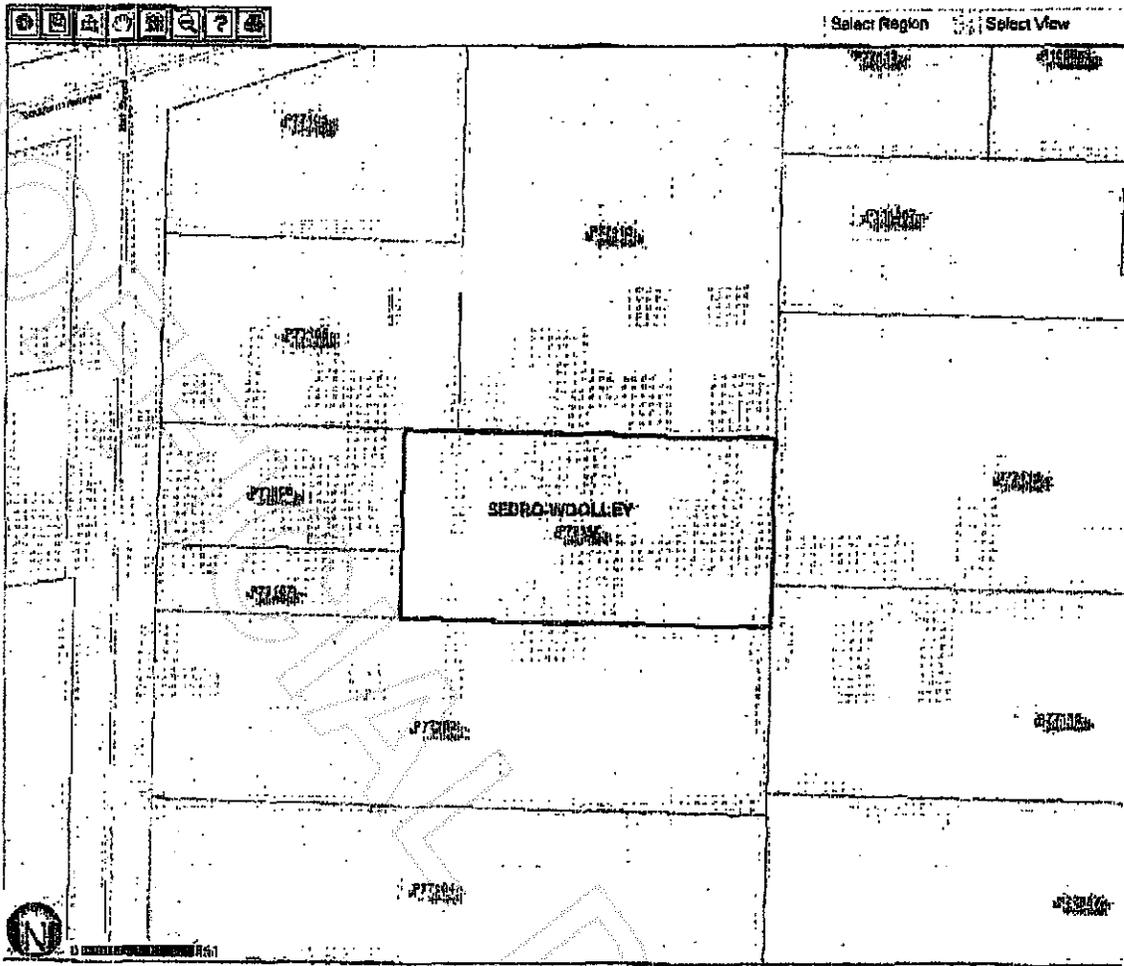
Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 37
and information provided by Seller are true and accurate. 38

Susan Petrovich 5/24/2012 — Skagit County Auditor \$131.00 39
Seller/Lessor Date 4/25/2014 Page 9 of 10 9:19AM te

Initials: BUYER/LESSEE: CH Date: 5-24-2012 SELLER/LESSOR: SP Date: 5/24/2012
BUYER/LESSEE: CH Date: 5-24-2012 SELLER/LESSOR: SP Date: 5/24/2012



Search by:
Parcel
County District
Address
APN
Assessor



©2012 Skagit County

©2012 skagitcounty.net



201404250008

Skagit County Auditor

\$131.00

4/25/2014 Page

10 of

10

9:19AM