



201407090034

Skagit County Auditor

\$78.00

7/9/2014 Page

1 of

5 11:49AM

Document Title:

Option to Buy Real Estate

Reference Number:

#149821-OAE - Land Title

~~Grantor(s):~~ Grantees

additional grantor names on page ___

- 1. Kent Schluter
- 2. Carol Schluter

~~Grantees(s):~~ Grantors

additional grantee names on page ___

- 1. Stephen Skelton
- 2. Cindy Tims

LAND TITLE OF SKAGIT COUNTY

Abbreviated legal description:

full legal on page(s) ___

Lots 1-3 Blk. 245 Anacortes

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

3772-245-003-0008 / P56393

UNOFFICIAL DOCUMENT

OPTION TO BUY REAL ESTATE

Dated: 6/16/2014 1

1. Parties. This Option is between Kent & Carol Schluter, and/or assigns ("Buyer") 2
and Stephen Skelton & Cindy Tims ("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 _____ 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 Three Hundred Sixty Thousand 8
Dollars (\$ 360,000), which shall be paid in cash at closing unless 9
otherwise specified in this Option. The following shall be applied to the: Down Payment 425 10
 All rent paid under the above Lease; 11
 The dollar amount filled in at Paragraph 5, below; 12
 Other: \$500.00 per month paid to Land Title & Escrow Co. 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 rent and terms of the above Lease, and/or 15
 \$ _____ 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 06/30/16 (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 _____ 21
at least 30 days in advance of the expiration date of this option. 22

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 23
with Land Title & Escrow, 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 \$21,600.00 or 6 % of the Purchase Price to 39
Windermere & Champions, 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: KS Date: 6/23/2014 SELLER: CT Date: 6/24/14
BUYER: CS Date: 6/23/2014 SELLER: ST Date: 6/24/14



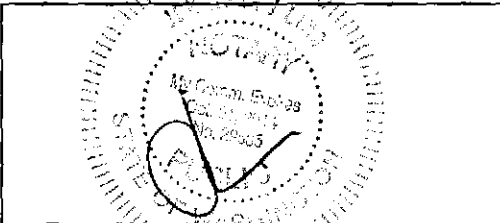
OPTION TO BUY REAL ESTATE
(Continued)

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 Land Title & Escrow 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.

Buyer [Signature] 6/23/2014 Date
Seller [Signature] 6/24/14 Date
Buyer Carol Schluter 6/23/2014 Date
Seller [Signature] 6/24/14 Date
Selling Firm Champions Real Estate Svc. Listing Firm WINDERMERE 6/24/14
Selling Broker Brian Youngquist Listing Broker Richard Bennett

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

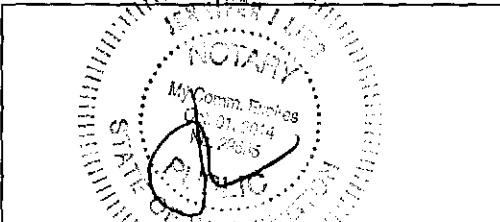
I certify that I know or have satisfactory evidence that Kent Schluter is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: June 23, 2014
Signature: [Signature]
Print Name: Jennifer J. Lind
Notary Public in and for the State of WA
Washington, Residing at: Bow
My Appointment Expires: 10/01/2014

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Carol Schluter 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: June 23, 2014
Signature: [Signature]
Print Name: Jennifer J. Lind
Notary Public in and for the State of WA
Washington, Residing at: Bow
My Appointment Expires: 10/01/2014

KS 6/23/2014 SWS 6/24/14
CS 6/23/2014 et 6/24/14



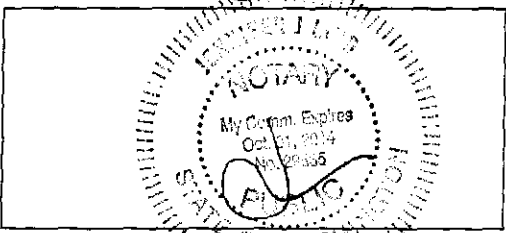
OPTION TO BUY REAL ESTATE
(Continued)

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 Land Title & Escrow 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 or other charges not assumed by Buyer shall be paid by Seller on or before closing.

Buyer [Signature] 6/20/2014 Date
Carol Schluter 6/23/2014 Date
Selling Firm Champions Real Estate Svc.
Brian Youngquist Selling Broker
Seller [Signature] 6/24/14 Date
WILDERMAN Listing Firm
RICHARD L BRUNETT Listing Broker

STATE OF WASHINGTON)
COUNTY OF Skagit)ss.

I certify that I know or have satisfactory evidence that Stephen Skelton 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.

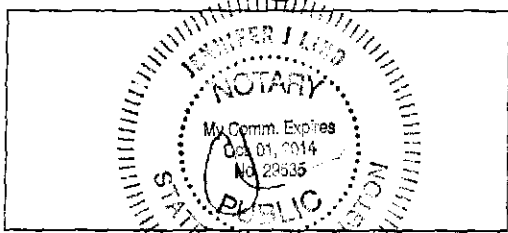


Dated: June 24, 2014
Signature: [Signature]
Print Name: Jennifer J. Lind
Notary Public in and for the State of Washington, Residing at: Bow
My Appointment Expires: 10/01/2014

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON)
COUNTY OF Skagit)ss.

I certify that I know or have satisfactory evidence that Cindy Tims 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: June 24, 2014
Signature: [Signature]
Print Name: Jennifer J. Lind
Notary Public in and for the State of Washington, Residing at: Bow
My Appointment Expires: 10/01/2014

(Use this space for notary stamp/seal.)



CS 6/23/2014
CS 6/23/2014
SS 6/24/14
6/26/2014

Schedule "A-1"

149821-OAE

DESCRIPTION:

Lots 1, 2 and 3, Block 245, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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\$76.00

7/9/2014 Page

5 of

5 11:49AM