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04/15/2022 02:29 PM Pages: 1 of 9 Fees: \$211.50
Skagit County Auditor

Name & Return Address:

JASON DATSKIY
16023 MOUNTAIN VIEW RD,
MOUNT VERNON, WA 98274

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Aera Thompson*
DATE *4.15.22*

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) STANDARD PURCHASE AND SALE AGREEMENT, ADDENDUM - CLOSING EXT
Grantor(s) GONZALES BENJAMIN ____ Additional Names on Page ____ of Document
Grantee(s) DATSKIY JASON ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) LOT 46, FOREST ESTATES, AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 53 AND 54, RECORDS OF SKAGIT COUNTY, WASHINGTON. Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s) P65462
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard 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. <u><i>[Signature]</i></u> Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.
The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Standard Purchase and Sale Agreement

This agreement is made this 14TH day of NOVEMBER 14, 2021

Between Seller(s) BENJAMIN GONZALES

And Buyer(s) JASON DATSKIY

Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures and the personal property described below:

Street Address 1424 WOODLAND DRIVE

City, State, Zip: MOUNT VERNON, WASHINGTON, 98274

Legal description: SEE TITLE

The purchase price to be paid as follows:

Earnest Money Deposit \$ 1,000.00

Cash to Seller at Closing \$ 330,000.00

Total Purchase Price \$ 330,000.00

1. EARNEST MONEY to be deposited to seller within 48 hours of acceptance and ratification of offer. If this contract is canceled by buyer pursuant to the terms of this contract, buyer becomes entitled to a return of the EMD and seller shall immediately refund to buyer all EMD.

2. FINANCING: Funds to purchase this property shall be:

Cash. "Cash" is defined as capital from buyer's personal funds and/or buyer's investors, partners and/or unconventional lending sources. This agreement is not contingent on buyer securing funds to close.

Seller Financing with the following terms: _____

3. PRORATIONS, IMPOUNDS & SECURITY DEPOSITS: Loan interest, property taxes, insurance, and rents shall be prorated as of the date of closing. All security deposits shall be transferred to buyer at closing. All impound accounts for taxes and insurance are included in the purchase price and shall be transferred to buyer at closing. Any shortage in these accounts shall be charged to seller at closing.

4. CLOSING DATE AND TRANSFER OF TITLE: This transaction shall close on or before:

12/14, 2021. Closing will be held at BUYERS CHOICE and Seller(s) agree to transfer marketable title free and clear of all encumbrances except those listed and pay any required state taxes or stamps required to record deed and mortgage. Seller agrees to furnish title insurance in the amount of the purchase price, showing no encumbrances or exceptions other than previously noted.

BUYER(S) INITIALS

[Signature] 11/14/21

SELLER(S) INITIALS

[Signature] 11-14-21

11. **DEBRIS/PERSONAL BELONGINGS.** At close of escrow, seller shall deliver the property to buyer:

 X WITH debris and/or personal belongings that are currently present in the property. Buyer assumes all responsibility for trash-out, removal and clean-up of said debris/belongings from the interior/exterior of the property.

 WITHOUT debris and/or personal belongings that are currently present in the property. Seller assumes all responsibility for trash-out, removal and clean-up of said debris/belongings from the interior/exterior of the property.

ADDITIONAL PERSONAL PROPERTY. The following personal property is to be included in the sale herein: if any: NONE

12. **LEAD BASED PAINT ACKNOWLEDGEMENT:** All parties acknowledge that residential dwellings constructed prior to 1978 are likely to contain lead-based paint which could create a health hazard. In the event that the real property which is the subject of this agreement consists of or contains a residential unit built prior to 1978, the parties agree that each party has received, reviewed, signed and annexed hereto a completed disclosure and acknowledgment form regarding lead-based paint as required by federal HUD/EPA disclosure regulations.

13. **REPRESENTATIONS BY SELLER.** Seller represents and warrants to buyer as follows: (a) Seller has no actual knowledge and has received no notice that the property is not in compliance with applicable laws governing the use and operation thereof, nor, to seller's actual knowledge, does there exist any facts or circumstances on the property which notice or the passage of time would constitute such violation. (b) As of contract date, seller has not entered into any other agreements or contracts to sell the property. (c) Seller has disclosed to buyer all material latent defects and any information concerning the property known to seller.

14. **OTHER AGREEMENTS.** Seller shall not enter into an agreement or contract to purchase with anyone else concerning the property from and after the contract date. Should seller participate in another agreement which will interfere with close of escrow, seller will be responsible for any and all costs and losses to buyer.

15. **AGENCY.** Seller acknowledges they have not been represented by the buyer or by any representative of the buyer with respect to the purchase and sale of the property. Seller agrees and understands that the buyer and any buyer's representative are not acting as seller's broker or agent in the transaction and have been acting solely for buyer's own benefit as a principle to this agreement. Seller agrees to hold buyer free from any/all liability regarding the property and transaction arising from any claims of agency.

16. **RIGHT TO COUNSEL.** Seller represents and agrees that seller fully understands seller's rights to discuss all aspects of this contract with an attorney, that seller has carefully read and fully understands all of the provisions of this contract. That seller freely and voluntarily entered into this contract and seller has read this document in its entirety and fully understands the meaning, intent and consequences of this contract. This representation will survive this contract's termination.

17. **GOVERNING LAW/JURISDICTION.** This agreement shall be governed by, construed and enforced under the laws of the state of WASHINGTON whose courts shall have jurisdiction over any legal proceedings or actions arising out of this agreement. SKAGIT County, in the state of WASHINGTON shall be the place of venue of any such proceeding or action.

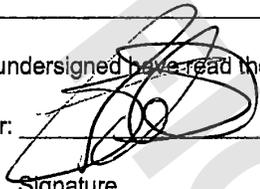
BUYER(S) INITIALS *[Signature]* 11/14/21

SELLER(S) INITIALS *[Signature]*

18. ADDITIONAL TERMS AND CONDITIONS: (If none write none)

PROPERTY IS SOLD AS-IS. SELLER HOLDS EARNEST
MONEY DEPOSIT.

The undersigned have read the above information, understand it and verify that it is correct.

Seller:  11-14-21 Seller: _____
Signature Date Signature Date

Benjamin F Gonzalez _____
Printed Name Printed Name

Buyer:  11/14/21 Buyer: _____
Signature Date Signature Date

Jason A. Datskiy _____
Printed Name Printed Name

Closing Extension - 1424 Woodland Dr, Mount Vernon, WA 98274

Closing date will be extended to the 30th of January or sooner. (01/30/2022 or sooner) For property regarding on 1424 Woodland Dr in Mount Vernon, WA 98274.

Benjamin Gonzalez
Name Signature

01/06/22
Date

Jason Datskiy
Name Signature

01/06/22
Date

DRAFT DOCUMENT

Title Addendum - 1424 Woodland Dr, Mount Vernon, WA 98274

Buyer and seller agree that the legal description of the property addressed above in the purchase and sale agreement dated 14th of November (11/14/2021) is as follows:

LOT 46, FOREST ESTATES, AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 53 AND 54, RECORDS OF SKAGIT COUNTY, WASHINGTON.


Name _____ Signature BENJAMIN GONZALEZ Date 01/06/22

Jason Darsciy
Name _____ Signature  Date 01/06/22

Earnest Money Confirmation - 1424 Woodland Dr, Mount Vernon, WA 98274

To whom it may concern, I Benjamin Gonzales (Seller) confirm that I have received the sum of \$ 1000.00 (Earnest Money) from Jason Datskiy (Buyer).

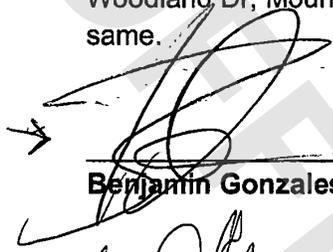
Benjamin Gonzales
Name
[Signature]
Signature
01/06/22
Date

Jason Datskiy
Name
[Signature]
Signature
01/06/22
Date

UNOFFICIAL DRAFT DOCUMENT

Addendum - Closing Extension

Contract dated 11/14/2021 between Benjamin Gonzales and Jason Datskiy to extend to 04/15/2022 or sooner (Friday, April 15th, 2022 or sooner). Property located at 1424 Woodland Dr, Mount Vernon, WA 98274. Terms and conditions in contract remain the same.



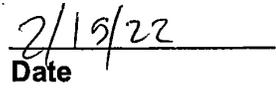
Benjamin Gonzales



Date



Jason Datskiy



Date

UNOFFICIAL DOCUMENT