

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Lena Thompson
Affidavit No. 20222019
Date 05/16/2022

After Recording Return To:
Skagit Habitat for Humanity, Inc.
1022 Riverside Dr.
Mount Vernon, WA 98273

GNW 22-14436

STATUTORY WARRANTY DEED

GRANTOR: SKAGIT HABITAT FOR HUMANITY, INC., a
Washington nonprofit corporation

GRANTEE: Esmeralda Yzaguirre, an unmarried woman

**Legal Description;
Abbreviated Form:** (0.1431 ac) THAT PORTION OF THE NORTHWEST QUARTER
OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP
35 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT 221.00 FEET WEST AND 40.00
FEET SOUTH OF THE NORTHEAST CORNER OF SAID
SUBDIVISION; THENCE S 00-15-59 E, A DISTANCE OF 50.94
FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING S 00-15-59 E, A DISTANCE OF 99.06
FEET; THENCE S 88-44-49 W, A DISTANCE OF 68.90 FEET;
THENCE N 00-15-59 W, A DISTANCE OF 40.00 FEET; THENCE
N 88-44-49 E, A DISTANCE OF 10.00 FEET; THENCE NORTH 00-
15-59 WEST, A DISTANCE OF 59.06 FEET; THENCE NORTH 88-
44-49 EAST, A DISTANCE OF 58.90 FEET TO THE POINT OF
BEGINNING. SURVEY AF#202101210077

Additional on Page: Page 1

Assessor's Tax Parcel No: 350425-0-002-0104 / P135064
Section 25, Township 35 North, Range 4 East - NW NW

THE GRANTOR, **Skagit Habitat for Humanity, Inc.**, a Washington nonprofit corporation, for and in consideration of **Three Hundred and Forty Nine Thousand Dollars and No Cents (\$349,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to the GRANTEE, **Esmeralda Yzaguirre, an unmarried woman**, all of Grantor's interest in and to the following described real estate, situated in the County of Skagit, State of Washington, and legally described as follows, together with all after-acquired title of the Grantor therein:

THE STRUCTURE AND ALL OF THE IMPROVEMENTS ONLY, located on the underlying real property described as follows:

(0.1431 ac) THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 221.00 FEET WEST AND 40.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE S 00-15-59 E, A DISTANCE OF 50.94 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S 00-15-59 E, A DISTANCE OF 99.06 FEET; THENCE S 88-44-49 W, A DISTANCE OF 68.90 FEET; THENCE N 00-15-59 W, A DISTANCE OF 40.00 FEET; THENCE N 88-44-49 E, A DISTANCE OF 10.00 FEET; THENCE NORTH 00-15-59 WEST, A DISTANCE OF 59.06 FEET; THENCE NORTH 88-44-49 EAST, A DISTANCE OF 58.90 FEET TO THE POINT OF BEGINNING. SURVEY AF#202101210077

Situate in the County of Skagit, State of Washington.

SUBJECT TO: Easements, restrictions and reservations of record.

No Discrimination. During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race color or national origin with respect to the property.

First Right of Refusal. Should the Grantees or Survivor desire to sell or convey the Property, the Grantees or Survivor shall first offer the Property to Grantor, or its successor in interest, in the following manner:

The Grantees or Survivor shall serve notice in writing to **Skagit Habitat for Humanity, Inc., 1022 Riverside Dr., Mount Vernon, WA 98273**, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that the Grantees or Survivor have a bona fide offer for the sale of the Property, the Name and Address of the person desiring to purchase the Property, and the sales price and terms of payment for the sale. The notice shall also contain an offer to sell the Property to Grantor, or its successor in interest, upon the terms and conditions set

forth in the bona fide offer. A copy of any documents evidencing such bona fide offer shall be included in the notice.

For a period of thirty (30) days after the receipt of the notice, Grantor, or its successor in interest, shall have the right to purchase the Property in accordance with the terms of the bona fide offer. If Grantor, or its successor in interest, fails to exercise the right of first refusal set forth in this covenant, the Grantees or Survivor may sell or convey the Property to the party making the bona fide offer, but only at the price and upon the terms specified in the notice. Should the terms of sale change, Grantor shall be provided an additional offer notice containing the changed terms and/or conditions and shall have an additional thirty (30) day period in which to exercise its option to purchase the Property.

Restriction Upon Sale or Transfer of Home. Grantee(s) and Grantor agree that the provisions of this agreement are intended to preserve the affordability of the property for low income households and expand access to affordable homeownership opportunities for such households for 20 years in the future.

Grantee(s) may transfer the property only to Grantor or income qualified persons as defined below or otherwise only as explicitly permitted by the provisions in the First Promissory Note. All such transfers are to be completed only in strict compliance with this agreement. Any purported transfer that does not follow the procedures set forth, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void. A resale formula of 1.5% compounded annually is calculated based on the purchase price.

“Income Qualified Person(s)” shall mean a person or group of persons whose household income does not exceed eighty percent (80%) of the area median household income for Skagit County as calculated and adjusted for household size from time to time by the US Department of Housing and Urban Development (HUD) or any successor.

Home Assistance Funding and Intent to Sell of Transfer of Home. This property was made available to the low-income homebuyer with the aid of funds from the Community Development Block Grant Home Assistance funding. The conditions of this financial assistance of \$25,000 restricts resale of the property per section 1, and the Maker and Holder agree to bind themselves to said conditions so that this agreement serves the purpose of preserving the affordability of the property for low-income households. The funding provided to assist in the purchase of the home is preserved through the end of 10 years. Maker may transfer or sell the home per section 7, and the Holder will recapture the grant funding through the end of 10 years for future “Income Qualified Person(s). The 10-year grant recapture period commences on the day the home is sold and transferred to the Maker. **This condition is material to Holder’s agreement to lend.**

Nothing in this covenant shall prevent a sale or conveyance of the Property at any time provided the Grantees or Survivor receive the prior written approval of Grantor or its successor in interest.

Subject to matters set forth on Schedule "B-1" of Guardian Northwest Title & Escrow Company, Order XXXXXXXX.

DATED: This 13 day of May, 2022

SKAGIT HABITAT FOR HUMANITY, INC.



By: Tina Tate
Executive Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Tina Tate is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of Skagit Habitat for Humanity, Inc., a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13 day of May, 2022.





Printed Name Crystal Deighton
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 10-13-2024

DATED: This 13 day of May, 2022

SKAGIT HABITAT FOR HUMANITY, INC.

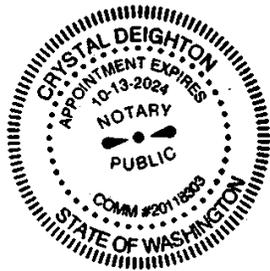
Rebecca Bradley-Lowell

By Rebecca Bradley-Lowell
Director, Board of Directors

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Rebecca Bradley-Lowell** is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the President, Board of Directors, of Skagit Habitat for Humanity, Inc., a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13 day of May, 2022



Crystal Deighton

Printed Name Crystal Deighton
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 10-13-2024

SKAGIT HABITAT FOR HUMANITY, INC.

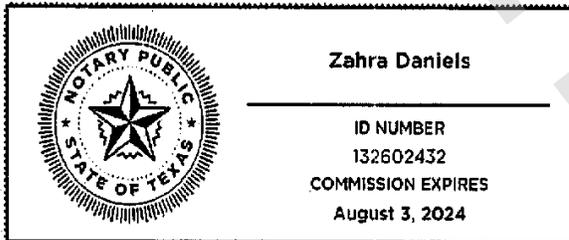
Rob Ashby President, Board of Directors

By Rob Ashby
President, Board of Directors

STATE OF Texas }
COUNTY OF Harris } ss.

I certify that I know or have satisfactory evidence that **Rob Ashby** is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the President, Board of Directors, of Skagit Habitat for Humanity, Inc., a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of May, 2022



Zahra Daniels
Printed Name Zahra Daniels
NOTARY PUBLIC in and for the State of Texas
My Commission Expires 08/03/2024

Notarized online using audio-video communication