



202306220041

06/22/2023 01:28 PM Pages: 1 of 8 Fees: \$260.50
Skagit County Auditor


SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 6988

JUN 22 2023

Amount Paid \$ 2940.73

Skagit Co. Treasurer

By  Deputy

Document Title: Contract for Deed

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Residential Investments LLC

2.

Grantee(s):

☐ additional grantee names on page ____

1. Brett J. Fenstermaker

2.

Abbreviated legal description:

☐ full legal on page(s) ____

Lt 23, Blk O, Cape Horn on the Skagit

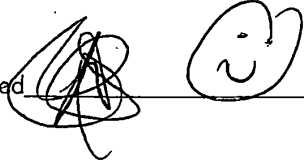
Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

763464

I, SON LA Pierre, 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 \$203.50 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



Dated

6/22/23

CONTRACT FOR DEED

This contract is effective as of 2/14/18 by and between

-Residential Investments LLC JON LA PIERRE Manager,

Hereinafter referred to as SELLER whether one or more, and

-Brett J. Fenstermaker

Hereinafter referred to as BUYER, whether as one or more, on the terms and conditions and for the purposes hereinafter set forth.

PROPERTY. The Property sold under this contract is located at 41968 Pine St, Concrete, Washington in Skagit County and is legally described as the following:

WAC 453-53-030

Hereinafter referred to as the "PROPERTY."

PURCHASE PRICE. The agreed upon sales price for the Property is \$120,000. with interest from March 01, 2018 on the unpaid principal at the rate of 5% per annum. The Seller hereby acknowledges receipt of a down payment totaling \$30,000. which shall be deducted from the total purchase price indicated above.

TERMS OF PAYMENT. Payments under this contract should be submitted to

Residential Investments LLC. at PO BOX 12155, Everett WA 98206.

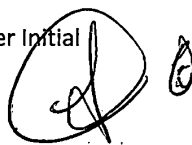
Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal and interest shall be payable in monthly installments of \$500. beginning on March 1, 2018 and continuing until March 1, 2024 (the DUE DATE), at which time the remaining unpaid principal and interest shall be due in full. \$500. Monthly payment is based off of a 28 year loan at 5% annually with a 6 year balloon payoff payment.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

B.J.
Buyer Initial

Seller Initial



If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller. This includes financial obligations to the HOA, Skagit County Tax Assesor and Manufactured Home insurance.

LATE PAYMENT CHARGE. The buyer promises to pay a late charge of \$100. For each installment that remains unpaid for more than 3 days after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract by making payments in full of the then remaining unpaid principal and any accrued interest.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed, In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

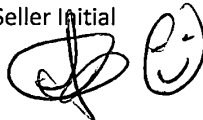
INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property. Buyer must name Residential Investments LLC. as the beneficiary to any claims other than personal property claims.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of the sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyers use of the Property.

B.M.
Buyer Initial

Seller Initial



REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 6 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 6 days. If in the event the Buyer receives a written notice of default from the Seller, the Buyer then agrees to vacate the Property within 20 days and conveys all of their interest in the Property to the Seller.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Special Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer, The Buyer shall be responsible for the cost of recording the deed.

NOTICES. Any notice or communication required or permitted under the Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested to the addresses listed above or to such other address as one party may have furnished the other in writing. The notices shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for. In addition emails from Seller to Buyer will be permitted as notice.

ASSIGNMENT. Buyer may not assign or transfer this Contract without prior written consent from the Seller. The Seller reserves the right to assign or transfer this contract as deemed necessary without the consent of the Buyer.

ATTORNEY FEES. If any payment obligation under this contract is not paid when due, in addition to any foreclosure or eviction action, the Buyer promises to pay all costs and costs of collection, including reasonable attorney fees, court costs, foreclosure costs, evictions costs and fees whether or not a lawsuit is commenced or not.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid, or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

Buyer Initial

BY

Seller Initial

AS

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Washington.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS. Buyer fully understands that he must keep the HOA fees in good standing without any late payments. He must keep all property taxes in good standing without any late payments. He must make all mortgage payments to Residential Investments LLC on time without late payments. If any of the above mentioned Special Provisions are not met, the Buyer understands that this contract for deed becomes null and void. At which time the buyer will surrender this property back to seller and have no claim to this property nor to any of the payments made previously including the down payment.

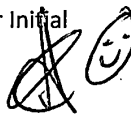
TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

NOTICE OF OBLIGATIONS RELATED TO MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION. As a purchaser of property in the residential community in which this property is located, you are obligated to be a member of a property owners' association, Cape Horn Maintenance Co. Restrictive covenants governing the use and occupancy of the property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk.

NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION CONCERNING THE PROPERTY AT 41968 PINE ST. Cape Horn Maintenance Co. You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property. HOA assessments as of the signing of this contract are \$300. per year (\$25. Per month paid annually) and include water. Current HOA is paid in full through 6/01/2019.

B.F.
Buyer Initial

Seller Initial



Signatures of Agreement**SELLER:**

Jon La Pierre, Manager, on behalf of Residential Investments LLC

POB 12155

Everett, WA 98206

Signed in the STATE OF WASHINGTON, COUNTY OF SKAGIT

Signature



Date

2/14/2018

BUYER:

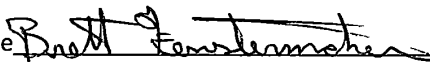
Brett J. Fenstermaker

41968 Pine St.

Concrete, WA

Signed in the STATE OF WASHINGTON, COUNTY OF SKAGIT

Signature



Date

2-14-2018

Witness: Christian Hershberger

 2-14-2018

Signature and Date

Buyer Initial

Seller Initial



Purchasers Identification and Contact InformationBrett J. Fenstermaker

(Include middle name)

Brett J. Fenstermaker

Signature

Social Security Number

518-84-2323

Driver's License Number or ID

FENSTBJ398RN

Phone

1-360-720-8553

Email

brettfenstermaker@icloud.com**Emergency / Backup Contact**

Name of Contact Person

Andrea Dahton

Relationship

Wife

Phone

Address

Email

Buyer Initial

B.F.

Seller Initial

[Signature]

EXHIBIT A

INC M/H 97 FLEETWOOD 48X26 VIN# ORFLV48A51202FW13 LOT 23, BLOCK O, CAPE HORN ON THE SKAGIT, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.