

WHEN RECORDED RETURN TO:

Dallas J. Hughes
231 Old Detour Rd.
Carson, WA 98610

DOCUMENT TITLE(S)

Residential Real Estate Purchase and Sale Agreement Specific Terms

REFERENCE NUMBER(S) of Documents assigned or released:

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

☐ Additional numbers on page _____ of document.

N/A
OCT 18 2017

GRANTOR(S):

John McCallum

PAID N/A
Vivian Chellender Treasurer
SKAMANIA COUNTY TREASURER

☐ Additional names on page _____ of document.

GRANTEE(S):

Dallas J. Hughes

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

231 Old Detour Rd. Carson, WA 98610

☒ Complete legal on page 8 of document.

TAX PARCEL NUMBER(S):

03081720016000 ym 10/18/17

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. **Date:** October 10, 2017
2. **Buyer:** Dallas Hughes
3. **Seller:** John McCallum
4. **Property:** Tax Parcel No(s): 03081720016000 (Skamania County)
Street Address: 231 Old Detour Road, Carson, Washington 98610
Legal Description: Attached as Exhibit A.
5. **Included Items:** ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ other _____
6. **Purchase Price:** \$ 248,650.00
7. **Earnest Money:** (To be held by ☐ Selling Firm; ☐ Closing Agent)
Personal Check: \$ 0; Note: \$ 0; Other (0): \$ 0
8. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☒ Seller's Election of Remedies
9. **Title Insurance Company:** Clark County Title ▼
10. **Closing Agent:** ☐ a qualified closing agent of Buyer's choice; ☐ _____
11. **Closing Date:** November 1, 2017
12. **Possession Date:** ☒ on Closing; ☐ Other _____
13. **Offer Expiration Date:** 10 20 17
14. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach NWMLS Form 22K); ☐ Waived
15. **Charges and Assessments Due After Closing:** ☒ assumed by Buyer; ☐ prepaid in full by Seller at Closing
16. **Agency Disclosure:** Selling Broker represents: ☐ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☐ Seller; ☐ both parties
17. **Addenda:** 22FSBO (OwnerSale) ▼ 22VV (HO Insurance) ▼ 22E (FIRPTA Cert.) ▼ 34 (Addendum) ▼

Initials: BUYER: DDate: 10-14-17SELLER: JDate: 10-14-17

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller shall acquire and clear title at or before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 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 or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be

Initials: BUYER: Date: 10-14-17 SELLER: Date: 10-14-17

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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 60-63
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable. 64-74
- g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 75-81
- h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. 82-92
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 93-96
- i.** 97-101
- j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 102-105
- k.** 106-117

Initials: BUYER: *ds*

Date: 10-14-17

SELLER: *[Signature]*

Date: 10-14-17

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

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- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 120
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- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 132
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- n. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 137
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- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 141
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- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 144
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- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 146
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- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 148
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- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 152
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Initials: BUYER: *D*

Date: 10-14-17

SELLER:

Date: 10-14-17

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

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Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

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Information Verification Period and Property Condition Disclaimer. Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers.

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Initials: BUYER:

Date:

10-14-17

SELLER:

Date:

10-14-17

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**REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Dallas J. Hughes

Buyer printed name and type of entity

Buyer Dallas J. Hughes
Signature and title

Date signed 10-14-17

John McGallum

Seller printed name and type of entity

Seller [Signature] SELLER
Signature and title

Date signed 10-14-17

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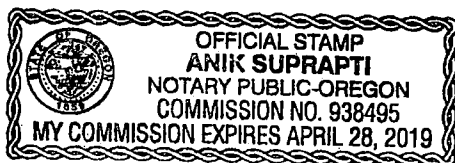
Real Estate Purchase & Sale Agreement Continued

STATE OF Oregon }
County of Hood River } ss.

On this 14th day of October, 2017, personally appeared before me, John McCallum, to me known to be the same person described above and who executed the within instrument and acknowledged to me that he executed the same as his free and voluntary act.

Given under my hand and official seal this 14th day of October, 2017.

[Signature]
Notary Public in and for the State of Washington, Oregon
residing at Hood River, OR
My Commission Expires: April 28, 2019



STATE OF Oregon }
County of Hood River } ss.

On this 14th day of October, 2017, personally appeared before me, Dallas Hughes, to me known to be the same person described above and who executed the within instrument and acknowledged to me that he executed the same as his free and voluntary act.

Given under my hand and official seal this 14th day of October, 2017.

[Signature]
Notary Public in and for the State of Washington, Oregon
residing at Hood River, OR
My Commission Expires: April 28, 2019



Initials: BUYER: [Signature] Date: 10.14.17 SELLER: [Signature] Date: 10.14.17

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EXHIBIT A

Legal Description of Property: A tract of land in the Southwest Quarter of the Northwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the county of Skamania and the State of Washington, described as follows:

Beginning at the Northwest Corner of Section 17; thence South $00^{\circ}57'20''$ West along the West line of said Section 17 a distance of 1,321.79 feet to the centerline of the county road known and designated as the Old Detour Road (County Road No. 2331) being the initial point of the tract hereby described; thence South $00^{\circ}57'20''$ West along the West line of said Section 17 a distance of 495.68 feet to the North right of way line of the B.P.A. Transmissions Line (Hanford-Ostrander); thence North $61^{\circ}43'30''$ East 238.35 feet; thence North $00^{\circ}57'20''$ East 418.27 feet to the centerline of Old Detour Road; then Easterly along the centerline of said Old Detour Road 211.5 feet, more or less, to the initial point;

EXCEPT that portion conveyed to Skamania County by instrument recorded January 18, 1978 in Book 74, Page 136, Skamania County Records.

Skamania County Assessor

Date 10-18-17 Parcel# 03-08-17-2-0-0160-00

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FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☒ at:

231 Old Detour Road Carson WA 98610
Address City State Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is 369-88-4392
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is 9 Ash Lake Road Stevenson, WA 98648
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller

Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

NOTE: If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, the amount of the tax is 10%.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer

Date

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**FOR SALE BY OWNER ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated October 10, 2017 1
between Dallas Hughes ("Buyer") 2
Buyer Buyer
and John McCallum ("Seller") 3
Seller Seller
concerning 231 Old Detour Road Carson WA 98610 (the "Property"). 4
Address City State Zip

1. **DISTRESSED HOME.** Seller warrants that the Property ☐ is; ☒ is not a "Distressed Home." A "Distressed Home" 5
(fully defined in RCW 61.34) is a dwelling in a one-to-four family residence, a condominium unit, a residential 6
cooperative unit, a residential unit in any other type of planned unit development, or a manufactured home, which 7
has been occupied by the owner as the owner's primary residence within 180 days of mutual acceptance of this 8
Agreement that is (1) in the process of foreclosure or in danger of foreclosure because (a) Seller has defaulted on 9
a mortgage; (b) Seller is at least thirty days delinquent on a loan secured by the Property; or (c) Seller believes 10
that Seller is likely to default on such mortgage or loan within four months due to a lack of funds; or (2) at risk of 11
loss due to nonpayment of taxes. 12
2. **CLOSING DATE IS NOT WITHIN 20 DAYS OF A FORECLOSURE SALE.** Seller warrants to Buyer that mutual 13
acceptance of the Agreement and the Closing Date in the Agreement are not within twenty (20) days of an 14
advertised or docketed foreclosure sale. Seller further warrants that if a foreclosure sale is scheduled within 15
twenty (20) days of mutual acceptance or the Closing Date, Seller will provide immediate written notice of that fact 16
to Selling Licensee and Buyer. If Seller provides such notice, Buyer may, in Buyer's sole discretion, elect to 17
terminate this Agreement within five (5) days of such notice by providing written notice to Seller. In the event 18
Buyer timely elects to terminate this Agreement, Seller shall reimburse Buyer for all out of pocket expenses 19
incurred or committed by Buyer in connection to this Agreement, including, without limitation, inspection fees, loan 20
application fees, and title commitment cancellation fees, and the Earnest Money shall be refunded to Buyer. 21
3. **POSSESSION DATE.** If the Property is a Distressed Home and the Possession Date on page one of the 22
Agreement is after the Closing Date, notwithstanding the Possession Date on page one, the Possession Date 23
shall be on the Closing Date, unless otherwise agreed in writing. 24

D 10-14-17
Buyer's Initials Date

[Signature] 10-14-17
Seller's Initials Date

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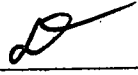
**HOMEOWNER INSURANCE ADDENDUM
TO PURCHASE AND SALE AGREEMENT**

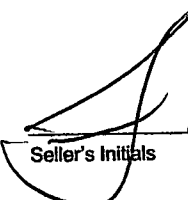
The following is part of the Purchase and Sale Agreement dated October 10, 2017 1
between Dallas Hughes ("Buyer") 2
Buyer Buyer
and John McCallum ("Seller") 3
Seller Seller
concerning 231 Old Detour Road Carson WA 98610 (the "Property"). 4
Address City State Zip

Notice to Buyer Concerning Homeowners Insurance. The availability and cost of homeowners insurance depends 5
on a number of factors, including Buyer's personal insurance, Buyer's financial and credit history, the condition of the 6
Property, Buyer's claim history, and the claims history for the Property. At the time of application, most insurance 7
companies will only issue a binder, which is a temporary commitment to provide insurance and not a guarantee that a 8
policy will be issued. After issuing the binder, the insurance company will take additional time to make a final decision 9
about issuing a policy and the amount of the insurance premium. Accordingly, it is important for Buyer to apply for 10
insurance as early as possible. 11

Homeowners Insurance Contingency/Application. This Agreement is conditioned upon Buyer obtaining a binder 12
for a standard policy of homeowners insurance, within 5 days of the closing date. 13

Within 30 days of the closing date, Buyer shall obtain a homeowner's insurance policy with a 14
minimum general dwelling coverage of \$250,000.00. Seller may elect to void this Agreement if 15
these conditions are not satisfied by Buyer. 16
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 10-14-17
Buyer's Initials Date

 10-14-17
Seller's Initials Date

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated October 10, 2017 1
between Dallas Hughes 2
Buyer Buyer ("Buyer")
and John McCallum 3
Seller Seller ("Seller")
concerning 231 Old Detour Road Carson WA 98610 (the "Property"). 4
Address City State Zip

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

1. Buyer shall pay \$0 as down payment. 6
The total amount to be financed by the seller is \$248,650.00. 7
2. Buyer agrees to pay the sum of \$248,650.00 as follows: 8
\$1,350.00 on or before the 1st of November 2017, including interest from 11/1/17 at a rate of 4% per year on the 9
declining balance thereof. Buyer shall pay \$1,350.00 on the 1st day of each and every month thereafter until paid in 10
full. Notwithstanding the above, Buyer shall have paid a total of \$150,000.00 no later than June 30, 2018. Also, the 11
entire balance and interest is due in full no later than October 1, 2022. 12
3. Payments are applied first to interest and then to principal. Payments shall be made at AmeriTitle, 1495 NW 13
Garden Valley Blvd., Roseburg, OR, 97471, or via an approved online payment system. 14
4. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment 15
of this Contract. The covenants of warranty in said Deed shall not apply to any encumbrances assumed by Buyer or to 16
defects in title arising subsequent to the date of this Contract, through or under persons other than the Seller. Any 17
personal property included in the Sale shall be included in the fulfillment Deed. 18
5. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a 19
late charge of 2.5% of the amount of such payment. Such late charges shall be in addition to any other remedies 20
available to Seller and the first amounts received by Buyer after such late charges are due shall be applied to the late 21
charges. 22
6. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of 23
this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the 24
property is threatened as the result of such contest. If Buyer fails to pay taxes or assessments, insurance premiums, or 25
utility charges constituting liens, then Seller may pay such items and Buyer shall pay Seller the amount due plus a late 26
charge of 5% of the amount due plus any costs or attorney's fees incurred in connection with making such payment. 27
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

LD 10-14-17
Buyer's Initials Date

[Signature] 10-14-17

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated October 10, 2017 1
between Dallas Hughes ("Buyer") 2
Buyer Buyer
and John McCallum ("Seller") 3
Seller Seller
concerning 231 Old Detour Road Carson WA 98610 (the "Property"). 4
Address City State Zip

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

7. Buyer shall keep the property in good repair and shall not commit any waste upon the property. 6
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8. Buyer shall maintain homeowner's and/or property insurance coverage at a minimum amount of \$250,000.00 for general dwelling coverage until Buyer has paid the principal and interest due in full. 9
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9. If the Buyer fails to observe or perform any term or condition of this Contract, Seller may: 13
(1) sue for delinquent payments, or (2) sue for specific performance of any of Buyer's 14
obligations, or (3) forfeit this Contract pursuant to RCW 61.30. The effect of such forfeiture 15
includes: (a) The purchaser, and all persons claiming through the purchaser or whose 16
interests are otherwise subordinate to the seller's interest in the property who were given the 17
required notices pursuant to this chapter, shall have no further rights in the contract or the 18
property and no person shall have any right, by statute or otherwise, to redeem the property; 19
(b) All sums previously paid under the contract by or on behalf of the purchaser shall belong 20
to and be retained by the seller or other person to whom paid; and (c) All of the purchaser's 21
rights in all improvements made to the property and in unharvested crops and timber thereon 22
at the time the declaration of forfeiture is recorded shall be forfeited to the seller; and (d) The 23
seller shall be entitled to possession of the property ten days after the declaration of 24
forfeiture is recorded or any longer period provided in the contract or any other agreement 25
with the seller. 26
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10. Failure of either party to insist upon strict performance of the other party's obligations shall not be construed as a waiver of strict performance in the future of all of the other party's obligations. 31

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

10-14-17 10-14-17
Buyer's Initials Date Seller's Initials Date