



200706290244
Skagit County Auditor

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Document Title: Option to Buy Real Estate

Reference Number:

Grantor(s): additional grantor names on page ___

1. Ailing Investments Inc.
- 2.

Grantee(s): additional grantee names on page ___

1. Debbie S. Borst
- 2.

Abbreviated legal description: full legal on page(s) ___

1/36/3

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

P47538

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 29 2007

Amount Paid \$ Φ
Skagit Co. Treasurer
By PC Deputy

UNOFFICIAL DOCUMENT

OPTION TO BUY REAL ESTATE

Dated: JUNE 1, 2007

1. Parties. This Option is between ALLING INVESTMENTS INC. AND/OR ASSIGNS ("Buyer")
and DEBBIE S. BORST ("Seller").

2. Option or Lease Option. This Option is:
 Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated 7/1/2007
Default on that Lease constitutes default on this Option.

Unrelated to any lease between the parties.

3. Purchase Price. The Purchase Price of the Property shall be THREE HUNDRED
Dollars (\$300,000), which shall be paid in cash at closing unless
otherwise specified in this Option. The following shall be applied to the: Down Payment Purchase Price:

- All rent paid under the above Lease;
- The dollar amount filled in at Paragraph 5, below;

Other: \$25,000 OPTION FEE

4. Legal Description. The legal description of the Property is: In the above Lease Attached As follows:
SEE ATTACHMENT "A"

5. Option/Time Limit. In consideration of The rent and terms of the above Lease, and/or \$25,000
paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right to buy the
Property on or before JULY 01, 2009 (the "expiration date") without grace or extension of said
date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life
(whichever occurs later) plus twenty-one years.

6. Notice-Exercise of Option. Buyer may exercise this Option only by written notice personally delivered or
sent by certified mail, return receipt requested, to Seller at
at least 30 days in advance of the expiration date of this option.

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow with
CHICAGO TITLE, MOUNT VERNON, IA, the Closing Agent, all monies and documents necessary to
close this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and
money, Seller shall deposit into escrow with said Closing Agent all documents and money required of the
Seller to close this sale.

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 of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and
money into escrow on or before the time required in paragraph 7, above, then this Option and Buyer's
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph
5, above.

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). In the event of
conflict between this Option and the attached Purchase and Sale Agreement, this Option shall control.

Initials: BUYER: TBA DATE: 6/1/07 SELLER: DSB DATE: 6/29/07

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



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OPTION TO BUY REAL ESTATE
(continued)

10. **Commission.** In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing of this sale, a commission of N/A or N/A % of the Purchase Price to N/A, a licensed real estate broker. No broker involved in this transaction is receiving compensation from more than one party unless otherwise disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation.

11. **Agency Disclosure.** At the signing of this Option, the Selling Licensee represents Seller Buyer both parties neither party. The Listing Agent represents Seller both parties neither party. Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker acting as dual agents. Buyer and Seller confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

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 CHICAGO title company. If title cannot be made marketable within 30 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.

T. R. A. 6/29/07
Buyer Date

DEBBIE S. BORST 6/29/07
Seller Date

Buyer Date

Seller Date

Selling Broker

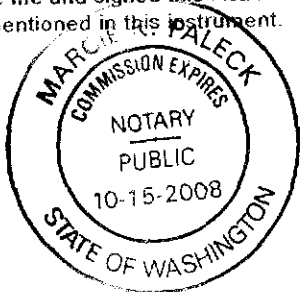
Listing Broker

Selling Licensee

Listing Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that TEIRENCE R. ALLING AND DEBBIE S. BORST appeared before me and signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.



TEIRENCE R. ALLING AND

DEBBIE S. BORST

JUNE 29 2007
Dated

Marcie Paleck
Notary Public in and for the State of Washington,

Marcie Paleck
Residing at

October 15 2008
My appointment expires



200706290244
Skagit County Auditor

Filed for Record at Request of:
Norwest Escrow Company, Inc.

AFTER RECORDING MAIL TO:

9302170041

Name THOMAS J. BORST
Address 1520 BEAR CREEK ROAD
City, State Zip BELLINGHAM, WA 98226

This Space Reserved For Recorder's Use:
JERRY MEINTURE
SKAGIT COUNTY AUDITOR
93 FEB 17 AM 11:18
RECORDED _____ FILED _____
REQUEST OF _____

Escrow Number: 920619

FIRST AMERICAN TITLE CO Statutory Warranty Deed

37302-1

THE GRANTOR DEBRA J. SALAZAR, an unmarried individual and NANCY L. RAGER, an unmarried individual

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THOMAS J. BORST and DEBBIE S. BORST, husband and wife

the following described real estate, situated in the County of SKAGIT, State of Washington:

See Schedule "C", attached hereto and made a part hereof for legal description

A non-exclusive easement for ingress, egress and utilities over and across the Northwesterly 60 feet of the subject property herein described in favor of adjoining land owners as conveyed by various instruments of record

Easement, including the terms and conditions thereof:

Grantee: Puget Sound Power and Light Company

Dated: July 18, 1973

Recorded: July 31, 1973

Auditor's No.: 788683

Purpose: To construct, maintain, etc., 1 or more electric lines

Area Affected: Exact location not disclosed on the record.

Dated this 11th day of February 1993

#6054
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 17 1993

Amount Paid \$ 2218.00
By: Skagit County Treasurer Deputy

By [Signature]
DEBRA J. SALAZAR

By [Signature]
NANCY L. RAGER

By _____

By _____

STATE OF Washington)
County of Whatcom) SS:

I certify that I know or have satisfactory evidence that Debra J. Salazar and Nancy L. Rager are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 15th, 1993

[Signature]
Notary Public in and for the State of Washington
Residing at Bellingham
My appointment expires: 02-11-96



9302170041



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Skagit County Auditor

ATTACHMENT A

Order No. 37322

SCHEDULE "C"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the South 1/2 of the Northwest 1/4 of Section 1, Township 36 North, Range 3 East W.M., lying Southerly of Bear Creek and Southwesterly of Lake Samish County Road, as said road existed on December 20, 1973, and being more particularly described as follows:

Commencing at an existing iron pipe at the center of said Section 1; thence North 89 degrees 05'07" West, along the South line of said Northwest 1/4, 129.04 feet to an intersection with the Southwesterly margin of said Lake Samish County Road and the true point of beginning; thence North 40 degrees 00'42" West, along said Southwesterly margin 684.67 feet; thence South 63 degrees 51'22" West 245.96 feet; thence South 5 degrees 38'04" West 406.79 feet to said South line of said Northwest 1/4; thence South 89 degrees 05'07" East, along said South line, 701.03 feet to the point of beginning. (Also shown as Tract B of Survey recorded in Volume 1 of Surveys, page 49, under Auditor's File No. 798659 records of Skagit County, Washington.

9302170041

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