

ADDENDUM TO RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

This Addendum to Residential Real Estate Purchase and Sale Agreement Specific Terms (“Addendum”) is entered into this ____ day of _____, 2020 by and between Gina M. Auter, Court Appointed Receiver (“Seller”) by Pierce County Superior Court under Stipulation and Order Appointing Receiver entered September 17, 2020 in the matter of In re the Marriage of Andrew Brian Lindsey, Petitioner and Rebecka Nell Lindsey, Respondent, cause number 20-3-00017-4 (“the Lindsey Dissolution”) and _____ (collectively “Buyer”).

1. This is an addendum to the Residential Real Estate Purchase and Sale Agreement Specific Terms dated _____, 2020 and said agreement and any and all addenda thereto, including this Addendum, shall be referred to as the “Sale Agreement.”

To the extent the terms of this Addendum contradict or conflict with the terms of the Sale Agreement, this Addendum controls.

2. The sale of the property addressed herein is subject to the Stipulation and Order Appointing Receiver referenced above. Seller’s rights and obligations hereunder are subject to said order authorizing Seller to sell and transfer the property subject hereto, free and clear of liens and encumbrances, with liens and encumbrances to attach to the proceeds thereof as stated in the Stipulation and Order Appointing Receiver dated September 17, 2020 (a copy of which is attached hereto).

3. Seller has not occupied the subject property and makes no warranties or representations, of any kind or nature, either expressed or implied, as to the condition of the property, including but not limited to square footage, zoning, roof, foundation, building materials, siding, roofing, ceiling, insulation, drainage, leakage, pest, rot, mold problems, sewage, septic, well, plumbing, electrical, heating, furnace, the location of the boat ramp, or any part thereof, on the property, hazardous substances, above, upon or below the subject property, lead paint, asbestos, and/or the quality or condition of the improvements thereon or other defects arising therefrom, including possible building defects or health hazards, encroachments, including fences, rockeries, buildings or otherwise. For purposes of this Addendum, hazardous substances means to include any and all oil, or petrochemical products, PCBS, pesticides, asbestos, urea formaldehyde, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” or “toxic substances” under any applicable federal, state or local law or regulations. In light of the foregoing, to the fullest extent provided by law, Buyer waives the receipt of any seller disclosure statement pursuant to RCW 64.16.010(7).

4. The property subject hereto is being sold and is accepted by Buyer “AS IS, WHERE IS” without any warranties or representations of any kind or nature, either expressed or implied, except as expressly provided in the Addendum. Seller furthermore makes no warranties or representations as to permits for construction work performed at or on the property, prior to or after the filing of the Lindsey Dissolution.

5. As material inducement for Seller to enter in the Sale Agreement, Buyer acknowledges and agrees that Buyer has not and will not rely on Seller, Seller's agents, Buyer's agents, or the parties to the divorce/dissolution action as to the condition of the property and further warrants that no person acting on behalf of Seller is authorized to make any such representation, agreement, statement, warranty, guaranty or promise regarding the property or any aspect of the property.

6. Title to the property shall be conveyed by Seller by Quit Claim Deed and the property shall be subject only to the warranties of title provided in a standard form owner's policy of title and Buyer shall look to the title company issuing said policy for any claim or damage.

7. In the event of Seller's default under the Sale Agreement, Buyer's recourse is absolutely and expressly limited to return of the Earnest Money, less applicable charges or costs of Buyer.

8. The purchase price shall be paid in cash at closing. Seller shall not be obligated to carry-back any portion of the purchase price. Buyer shall be responsible to pay, and shall hold Seller harmless from, any and all of Buyer's expenses associated with Buyer's loan or financing, including loan costs, creditor report, appraisal charge, lender's title policy and other associated expenses or costs.

9. The property and the grounds will not be maintained by Seller pending closing.

10. The Superior Court of Washington for the County of Pierce retains exclusive jurisdiction over Seller's interest in the property subject hereto and any and all issues arising hereunder, including but not limited to any dispute between Seller and the parties under the Sale Agreement, as modified by Addendum.

11. Buyer accepts the property subject to any and all conditions disclosed in any inspection or pest inspection regarding the property and agrees that Seller is under no obligation to make any repairs to the property.

12. The property subject to this sale consists of the real property identified above and does not include any personal property. In the event the Sale Agreement provides for the sale of the property with personal property such as appliances, such as a stove/range, dishwasher, refrigerator, washer or dryer, said items will be included in the transfer for no consideration. Seller makes no warranties or representations as to the existence of such items. The included items identified under Paragraph c of the Sale Agreement shall be only those items which are located at or in the property at closing.

13. Seller shall not provide a Seller's Disclosure, a Real Property Disclosure Statement, Disclosure of Information on Lead Base Paint, Lead Based Paint Hazard Statement or any other similar or related notices. Seller makes no warranties or representations concerning the existence of lead-based paint located on the property.

14. Buyer acknowledges and agrees that Gina Auter of Smith Alling, P.S. is acting in the capacity of a general receiver as appointed by the Pierce County Superior Court to take such court-authorized action necessary to effect the transaction contemplated by the Sale Agreement, and, as such, to the fullest extent allowed by law, pursuant to RCW 7.60.170(2) and (3), Buyer releases Gina Auter of Smith Alling, P.S. from any claims, damages, or costs that Seller accrue or incur as a result of the purchase and sale of the Property or the Sale Agreement.

15. Buyer acknowledges that, as of the date of this Addendum, the Property includes two (2) manufactured homes (aka the "Mobile Homes") onsite that have not undergone the title elimination process. Buyer agrees that the Mobile Homes will be conveyed by Seller to Buyer as part of the transaction contemplated by the Sales Agreement, without any representation or warranty as to the condition, value, or habitability of the Mobile Homes. As such, Buyer agrees to indemnify and hold Seller (together with her agents, consultants, employees, and attorneys) harmless from any claims, damages, or costs that may arise from or be related to the Mobile Homes including, by way of example, but by no means limited to: excise tax associated with the transfer and conveyance or any costs associated with undergoing the title elimination process.

16. Regarding the Sale Agreement and any and all other addenda to the Sale Agreement, Seller is not responsible for any costs or expenses associated therewith and in the event any of said addenda address, identify or require Seller to respond thereunder indicating Seller's agreement or rejection to changes or modifications thereof, and Seller does not give timely notice or response thereto, Seller will be deemed to have rejected such and Buyer may terminate the Sale Agreement within three (3) days after the deadline for Seller's response or notice.

SELLER:

BUYER:

GINA M. AUTER, Receiver
for In re the Marriage of
Andrew Brian Lindsey and
Rebecka Nell Lindsey

