



REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Form sections 1 and 2: Seller/Grantor (Virginia Andrews Burdette) and Buyer/Grantee (Roger Duane Jones, Georgene Ranaa Jones) with addresses in Seattle WA and Danah, NH.

Form section 3: Property address (2264 Chukar Lane, Clarkston) and tax information (Assessed value: 299,000.00).

Form section 5: Land Use Code (11 Household, single family units) and exemption questions.

Form section 6: Continuation/Compliance notices and owner signature area.

Form section 7: Personal property included in selling price and tax calculation table (Total Due: 5,087.50).

Form section 8: Certifications and signatures of Grantor (Virginia Andrews Burdette) and Grantee (Roger Duane Jones).

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

Below is the Order of the Court.




Marc Barreca
U.S. Bankruptcy Judge

(Dated as of Entered on Docket date above)

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

IN RE:

MICHAEL LEE GENAW,

Debtor.

NO. 21-10048

ORDER APPROVING SALE OF REAL
PROPERTY FREE AND CLEAR OF LIENS

(2254 Chukar Lane, Clarkston, WA)

THIS MATTER came before the Court upon the Motion of Chapter 7 Trustee Virginia Burdette ("Trustee") to Approve Sale of Real Property Free and Clear of Liens (the "Motion"). The Motion seeks Court approval for the proposed sale of real property commonly known as 2254 Chukar Lane, Clarkston, Washington, Asotin County, and legally described in Exhibit A attached hereto (the "Property"). The Residential Real Estate Purchase and Sale Agreement with all addenda between the

ORDER APPROVING SALE OF REAL PROPERTY - Page 1 of 5

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54309

1 Trustee and Roger Duane Jones and Georgene Ranae Jones ("Buyer"), with the date on its face page of
2 March 26, 2021, is for the gross purchase price of \$375,000.

3 The Court reviewed the records and files herein. Good cause having been shown, now, therefore,
4 the Court finds that:

5 A. The Trustee provided adequate notice of the proposed sale of the Property to all creditors and
6 parties in interest pursuant to Fed. R. Bankr. P. 2002.

7 B. The Court considered any objections to the proposed sale and determined that they have been
8 sufficiently addressed by the Trustee. All creditors and other parties in interest who did not respond are
9 deemed to consent to the sale.

10 C. It is in the best interest of the creditors and the estate to sell the Property to a qualified buyer.

11 D. The Property has been adequately exposed to the market via the Trustee's real estate agent. As
12 a result of the agent's marketing efforts, the Trustee has received the Buyer's offer.

13 E. The purchase price submitted by the Buyer constitutes fair value for the Property.

14 F. The Buyer has no known affiliation with the Debtor and is believed to be an independent, bona
15 fide purchaser for value.

16 G. The Trustee and the Buyer have entered into the Residential Real Estate Purchase and Sale
17 Agreement in good faith within the meaning of 11 U.S.C. § 363(m).

18 H. Any state, county, and local taxes will be paid out of closing.

19 I. The Property is subject to a first-position deed of trust in favor of Umpqua Bank (the
20 "Lender").

21 J. The Property recently sustained water damage due to a septic tank issue, and the Lender agreed
22 to advance the repair costs, which are estimated to be \$12,000, subject either to reimbursement from any
23 available insurance or as an expense of protecting the property to be added to its loan payoff. The extent
24

1 of insurance coverage is unclear. If insurance is not available to cover the repair costs, the Lender is
2 entitled to be reimbursed for those repair costs from the sale proceeds.

3 K. The Property is currently rented out. The renters' lease expires on June 30, 2021, and the
4 renters have been given notice of the pending sale.

5 L. It is appropriate to waive the 14-day stay of Rule 6004(h).

6 BASED UPON the findings herein, now, therefore, it is hereby ORDERED as follows:

7 1. Pursuant to 11 U.S.C. § 363(b)(1), (f), 11 U.S.C. § 704, and 11 U.S.C. § 105, the Trustee is
8 authorized and directed to close the sale of the Property pursuant to this Order and the terms, provisions,
9 and conditions set forth in the Residential Real Estate Purchase and Sale Agreement and addenda with the
10 Buyer;

11 2. The fourteen-day stay provision contained in Fed. R. Bankr. P. 6004(h) shall not apply, and
12 this order approving sale is effective immediately;

13 3. The Buyer shall have no liability for any of the Debtor's liabilities, claims, debts, duties,
14 contracts, or obligations;

15 4. The transfer of the Property to the Buyer pursuant to the terms of the Residential Real Estate
16 Purchase and Sale Agreement and addenda shall be free and clear of all claims, liens, encumbrances, and
17 interests;

18 5. Any claim to, lien or encumbrance on, or interest in the Property shall, at the closing of the
19 sale, be replaced with an identical priority claim to, lien or encumbrance on, or interest in the proceeds of
20 the Property, subject to a determination by this Court that such claim, lien, encumbrance, or interest is
21 valid;

22 6. The closing agent is authorized to pay the Trustee's customary costs of closing including but
23 not limited to all accumulated and unpaid real property taxes, escrow fees, transfer taxes, recording fees,
24 and brokers' fees in the sum of 6.0% of the sales price;

25 ORDER APPROVING SALE OF REAL PROPERTY - Page 3 of 5

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EXHIBIT A

Legal Description

Lot 14 in Block One of Lower Dove Addition, according to the recorded plat thereof, filed in Book E of Plats at Page(s) 97 Official Records of Asotin County, Washington.

APN #: 1-297-01-014-0000-0000

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