

**FIRST AMERICAN TITLE
OF SKAGIT COUNTY**

P.O. Box 1667
1301-B Riverside Dr.
Mt. Vernon, WA 98273

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This space provided for recorder's use:

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

90 SEP -7 P3 246

RECORDED FILED
REQUEST OF _____

Filed for Record at Request of

Name WILLIAM J. WICHROWSKI

Address 23714 49th Drive S.E.

City and State Woodinville, WA 98072

Order # 29806

9009070129

ORIGINAL

STATUTORY WARRANTY DEED

THE GRANTOR Kirk D. Shroyer and Mary E. Shroyer, husband and wife

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION
in hand paid, conveys and warrants to William J. Wichrowski and
Donna-Rae Wichrowski, husband and wife

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

((FOR LEGAL DESCRIPTION, SEE EXHIBIT "A", ATTACHED
HERETO, AND BY THIS REFERENCE MADE A PART HEREOF)).

1ST AM

SUBJECT TO: Paragraphs A through F, inclusive, of Schedule B-1 of
First American Title Insurance Company Preliminary Commitment for
Title Insurance No. 29806.

THE WARRANTIES HEREUNDER ARE HEREBY EXCLUDED AS TO TITLE TO THE
DISPUTED STRIP OF LAND DESCRIBED IN SKAGIT COUNTY CAUSE NO.
90-2-00372-1 IN WHICH KNUTE FIGENSHOW, A SINGLE MAN, IS THE PLAINTIFF.
GRANTEE TAKES TITLE TO THE SUBJECT PROPERTY SUBJECT TO THE PENDENCY
OF SAID BOUNDARY DISPUTE CONCERNING THE BOUNDARY LINE ON THE
NORTHWEST PORTION OF THE PROPERTY ADJACENT TO A LOT OWNED BY KNUTE
FIGENSHOW. GRANTOR AGREES TO DEFEND THE LAWSUIT AND QUIET THE TITLE
TO THE DISPUTED STRIP AT GRANTOR'S EXPENSE, INCLUDING ANY SURVEY
COSTS, ATTORNEY'S FEES OR LITIGATION EXPENSES WHICH MAY BE ATTENDANT
ON THE RESOLUTION OF THE LEGAL ACTION, SKAGIT COUNTY CAUSE NO.
90-2-00372-1.

29806-1
FIRST AMERICAN TITLE CO.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 7 1990

Continued on page 2

Amount Paid \$
By: Skagit County Treasurer Deputy

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 31 1990

Amount Paid \$ 2880.00
By: Skagit County Treasurer Deputy

9009070129

VOL 928 PAGE 87

STATUTORY WARRANTY DEED - Con't

Page No. 2
Order No. 29805

IF DEFENDANTS SHROYER (GRANTOR) SUBSTANTIALLY PREVAIL IN THE ACTION THEN GRANTEE AGREES TO ADD TO THE PRINCIPAL BALANCE OF THE PURCHASE MONEY PROMISSORY NOTE AND ALL INCLUSIVE DEED OF TRUST A SUM SUFFICIENT TO PAY FOR EACH FRONT FOOT OF WATER FRONTAGE ON BIG LAKE, \$583.33 PER FOOT TO SIX ADDITIONAL FEET, OR \$3,500.00 TOTAL. DURING THE PENDENCY OF THE LITIGATION GRANTEE AGREES TO LEAVE ALL MATTERS CONCERNING THE BOUNDARY IN THE EXCLUSIVE CONTROL OF GRANTOR, PROVIDED THAT GRANTEE WILL PAY ALL TAXES, UTILITIES, AND ASSESSMENTS AS IF THE DISPUTED PROPERTY WERE INCLUDED WITHIN THE OWNERSHIP OF GRANTEE. AUTHORITY TO RESOLVE THE DISPUTE BY STIPULATION OR SETTLEMENT AT ANY TIME SHALL REMAIN WITH THE GRANTOR AND GRANTEE AGREES TO SIGN SUCH STIPULATIONS, AGREEMENTS OR DEEDS AS MAY BE NECESSARY TO ADJUST THE BOUNDARY OR CONFORM THE BOUNDARY TO ANY STIPULATION WHICH DOES NOT DIMINISH THE WATERFRONT FOOTAGE OF GRANTEE'S PARCEL BELOW 140 FEET ON THE SHORE OF BIG LAKE. IF GRANTEE IS NAMED AS PARTY TO THE ABOVE REFERENCED LAWSUIT, GRANTEE AGREES TO BE REPRESENTED BY COUNSEL SELECTED BY GRANTORS (DEFENDANT) AND TO THE EXTENT THAT GRANTEE SEEKS OUTSIDE COUNSEL GRANTEE AGREES TO PAY SUCH COSTS AS GRANTEE MAY CHOOSE TO INCUR FOR INDEPENDENT ADVICE.

IF GRANTOR DOES NOT PREVAIL IN THE BOUNDARY LINE DISPUTE AND NO ADDITIONAL WATER FRONTAGE OR OTHER PROPERTY IS ADDED TO THAT PORTION OF THE PREMISES WARRANTED BY THE GRANTOR, SUCH A RESULT SHALL NOT JUSTIFY ANY CHANGE IN THE OBLIGATION OF GRANTEE'S PROMISSORY NOTE OR ALL INCLUSIVE DEED OF TRUST.

BOTH THE GRANTORS AND GRANTEE ACKNOWLEDGE AND ARE FULLY AWARE THAT AS OF THE DATE OF THIS INSTRUMENT, THE GRANTORS ARE NOT IN TITLE TO THE PROPERTY HEREIN CONVEYED, BUT TITLE IS SUBJECT TO THAT CERTAIN CONTRACT FROM Nonna B. Loy, DATED AUGUST 29, 1989, AND RECORDED AUGUST 29, 1989, UNDER AUDITOR'S FILE NO. 8908290064, WHEREIN GRANTORS HEREIN ARE PRESENT VENDEES. COINCIDENT WITH THE EXECUTION OF THIS DEED, GRANTEE HAS EXECUTED A PROMISSORY NOTE SECURED BY AN ALL INCLUSIVE DEED OF TRUST IN THE SUM OF \$175,000.00 BEING THE BALANCE OWING BY GRANTEE TO GRANTOR FOR THE PURCHASE OF THE PROPERTY HEREIN CONVEYED WHEREIN GRANTOR IS BENEFICIARY IN SAID DEED OF TRUST. THE GRANTOR COVENANTS WITH THE GRANTEE THAT THEY WILL COMPLY WITH ALL THE PROVISIONS OF THE Loy CONTRACT AND OBTAIN WARRANTABLE TITLE, GRANTOR HEREBY WAIVES THEIR ENFORCEMENT OF AND GRANTEE'S COMPLIANCE WITH PROVISIONS IN THE DEED OF TRUST WHICH ARE CONTRARY TO OR IN CONFLICT WITH THE PROVISIONS OF THIS INSTRUMENT.

Dated AUGUST 30, 1990

Kirk D. Shroyer
Kirk D. Shroyer

Mary E. Shroyer
Mary E. Shroyer

ACCEPTED AND APPROVED:

William J. Wichrowski
William J. Wichrowski

Donna-Rae Wichrowski
Donna-Rae Wichrowski

Continued on page 3

9009070129

VOL 928 PAGE 88

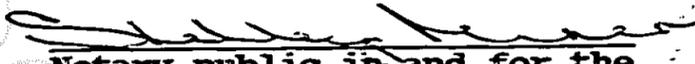
STATUTORY WARRANTY DEED - Con't

Page No. 3
Order No. 29806

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Kirk D. Shroyer, Mary E. Shroyer to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30TH DAY OF AUGUST, 1990.


Notary public in and for the
State of WASHINGTON
Residing at Mt. Vernon
Commission expires MAY 15, 1991
(Date)

LPS-10

1ST AM

9009070129

VOL 928 PAGE 89

EXHIBIT A
Legal Description

A portion of the South 1/2 of Government Lot 6 of Section 6, Township 33 North, Range 5 East, W.M., described as follows:

Beginning at Point "A" as hereinafter described; thence Northerly along the centerline of the abandoned Seattle Lakeshore and Eastern Railroad on a curve to the left having a radius of 1146.28 feet, and a central angle of 12 degrees 25'17" an arc length of 248.51 feet to the North line of the South 1/2 of said Government Lot 6; thence South 88 degrees 24'24" East, a distance of 292.41 feet to a point on the West right-of-way line curve of State Highway SR9 which is a curve to the right having a radius of 770 feet; thence Southerly along said curve through a central angle of 4 degrees 56'28" and an arc distance of 60.40 feet to the point of tangency; thence South 11 degrees 15'36" East along the West right-of-way of State Highway SR9, a distance of 196.21 feet; thence South 59 degrees 40'25" West, a distance of 159.37 feet to Point "B", (used in easement description following); thence South 69 degrees 41'26" West, a distance of 165.24 feet to the ordinary high water line of Big Lake; thence Northerly along the ordinary high water line of Big Lake, a distance of 146 feet, more or less, to the North line of that certain tract of land purchased by Helmer G. Loy from Wallace M. Wilson under land contract dated July 31, 1966 filed under Auditor's File No. 686662; thence North 67 degrees 49'06" East along the North line of said Loy Tract, a distance of 98 feet, more or less, to Point "A".

Point "A" Description

Commencing at the Northeasterly corner of Lot 1 of Block 43 of "PLAT OF THE TOWN OF MONTBORNE" as per plat recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington; thence North 47 degrees 25'45" East along a projection of the North line of said Lot 1, a distance of 50.22 feet to the original centerline of the Northern Pacific Railroad, (the successor in interest to the Seattle Lakeshore and Eastern Railroad); thence South 37 degrees 10' East along said centerline and parallel with the Easterly line of of said Block 43, a distance of 369.99 feet to the point of curvature in said centerline; thence along the arc of said curve to the right having a radius of 1146.28 feet, through a central angle of 21 degrees 42'55" and an arc distance of 434.45 feet to Point "A".

TOGETHER WITH a 16 foot wide non-exclusive easement for boat launching purposes, the centerline of which is described as follows:

Beginning at Point "B" as described in the main tract description above; thence South 69 degrees 41'26" West, a distance of 165.24 feet, more or less, to the ordinary high water line of Big Lake and the terminal point of this centerline description, EXCEPT from said easement, that portion thereof lying within the boundaries of the main tract herein above.

GRANTOR RESERVES THE RIGHT TO USE SAID 16 FOOT STRIP FOR THE PURPOSES SET FORTH ABOVE INCLUDING THAT PORTION LYING WITHIN THE BOUNDARIES OF SAID MAIN TRACT.

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VOL 928 PAGE 90