When Recorded Return to: HOMESTEAD NW DEV. CO. P.O. Box 409 Lynden WA 98264



Island Title Company Order No: BE4844 MKP 1317830 -

STATUTORY WARRANTY DEED

THE GRANTOR N.T. PRESNELL and DORA M. PRESNELL, husband and wife FIFTY FIFTY \$350,000.00 for and in consideration of Three Hundred/Thousand and 00/100...(\$390,000.00 DOLLARS

in hand paid, conveys and warrants to

HOMESTEAD NW DEV. CO., a Washington corporation

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

Lots 2, 3, 4, 6, 7 and 8, PLAT OF AUTUMN RIDGE, according to the plat thereof recorded December 1, 1999, under Auditor's File No. 199912010085, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Tax Account No.:

4741-000-002-0000 P116316

4741-000-003-0000 P116317

4741-000-004-0000 P116318

4741-000-006-0000 P116320

4741-000-007-0000 P116321

4741-000-008-0000 P116322

Subject to: Restrictions, reservations and easements of record. See attached Exhibit A for additional terms and conditions.

Dated: June 5, 2001

N.T. PRESNELL

DORA M. PRESNÉLL

41289 SKAGIT COUNTY WASHINGTON

Real Estate Excise Tax PAID

JUN = 7 2001

Amount Paid \$ \(\mu 2 \) 36.00 Skagit County Treasurer

AREAL Deputy

STATE OF WASHINGTON COUNTY OF Skagit

I certify that I know or have satisfactory evidence that N.T. PRESNELL and DORA M. PRESNELL the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated:

Marcie K. Paleck Notary Public in and for the State of Washington

Residing at Mount Vernon
My appointment expires: October 15, 2004

K. PALE

200106070100 , Skagit County Auditor

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3:31:39PM

ESCROW NO: BE4844 PROPERTY ADDRESS: Lots 2-4 and 6-8, AUTUM RIDGE, Mount Vernon, WA

By signing their names below, the undersigned Seller and Purchaser hereby instruct Island Title and Escrow as to the following additional terms and conditions:

.:

That the certain Note and Deed of Trust dated October 8, 1999, recorded October 18, 1999 in Auditor's File No. 199910180138, records of Skagit County, wherein N.T. Presnell and Dora M. Presnell, are Grantors, Land Title Company is Trustee and Skagit State Bank is Beneficiary; shall remain as an exception to the Purchaser's Owner's Policy and Seller's Lender's Policy of Title Insurance.

If the installment payments provided for herein is not sufficient enough to pay the accrued interest on the underlying prior encumbrance. The Seller herein agrees to pay the additional interest due to the prior encumbrance. Purchaser herein may be forced to pay more than the required payments set forth herein, to protect his interest, in order to complete the required payments as set forth in the prior encumbrance, and any payments so made by the Purchaser and acknowledged by the prior encumbrance holder shall be prima fascia evidence of the necessity therefore, and any amount so advanced shall be repaid to the Purchaser by the Seller on demand, together with interest thereon at the same rate as the new obligation being created herein, or at the option of the Purchaser, said advanced amount, together with interest thereon at the same rate as the new obligation being created herein, shall be credited towards any obligation due to the Seller by the Purchaser.

The Seller and Purchaser respectively, under the above numbered escrow, hereby certify that the executed escrow instructions form the only binding agreement between said parties, and no formal written or oral purchase agreements have been entered into between the parties.

HOMESTEAD NW DEV.CO

MES A MYNTERA PRESIDENT

Purchaser

N.T. PRESNELL - Seller

DORA M. PRESNELL - Seller

200106070100 , Skagit County Auditor

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Date: June 5, 2001 Escrow No. BE4844

ENCUMBRANCE(S) REMAINING THE OBLIGATION OF THE SELLER/BENEFICIARY

The Buyer/Trustor has been advised and acknowledges that the following encumbrance(s) appear on record and shall be an exception(s) in the Buyer's/Trustor's Policy of Title Insurance:

Deed of Trust including the terms and conditions thereof: N.T. Presnell and Dora M. Presnell; Grantor and Land Title Company; Trustee and Skagit State Bank; Beneficiary: in the original amount of \$457,717.61, dated October 8, 1999, recorded October 18, 1999 in Auditors No. 199910180138, records of Skagit County, Washington.

Parties herein agree that the foregoing prior encumbrance(s) shall be and will remain the obligation of the Seller/Beneficiary herein. The Seller/Beneficiary shall pay or cause to be paid all payments due under any prior encumbrance when due and cause the same to be discharged in full on or before the date upon which the Buyer/Trustor shall have discharged the deferred balance due hereunder.

The Parties herein agree that the Escrow Agent and Title Insurer, as designated shall have no liability or responsibility in connection with any prior encumbrance, as to any action or demands made by the holder(s) thereof by reason of this transaction or any future transaction concerning this property.

June 5, 2001

SIGNED:

Grantor:

HOMESTEAD NW DEV. CO

NT. PRESNELL

DORA M. PRESNELL

200106070100 , Skagit County Auditor

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