

FILED FOR RECORD AT THE REQUEST OF:

WHEN RECORDED RETURN TO:

BAILEY, DUSKIN & PEIFFLE
P.O. Box 188
Arlington, WA 98223



200110220159
Skagit County Auditor

10/22/2001 Page 1 of 2 2:13:56PM

Our File No. 5168-2

STATUTORY WARRANTY DEED

TAX PARCEL: 330132-4-002-0033 (P17668)

The Grantor, **COREY E. SMITH and FAYDRA A. SMITH**, husband and wife, for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to **JERRY L. RECK and KATHY I. RECK**, husband and wife, the following described real estate, situate in the County of Skagit, State of Washington:

LOT 2 OF SHORT PLAT NO. 95-002, APPROVED DECEMBER 1, 1995, RECORDED DECEMBER 14, 1995, IN BOOK 12 OF SHORT PLATS, PAGE 53, UNDER AUDITOR'S FILE NO. 9512140103, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THAT CERTAIN 60 FOOT STRIP SHOWN AS CYGRUS LANE ON THE FACE OF SAID SHORT PLAT.

Subject to notes shown on Short Plat, as follows:

- (1) The Short Plat Number and date of approval shall be included in all deeds and contracts;
- (2) All maintenance and construction of roads is the responsibility of the homeowner's association with the lot owners as members;
- (3) No building permit shall be issued for any residential and/or commercial structures which are not at the time of application, determined to be within an officially designated boundary of Skagit County Fire District;
- (4) Sewage Disposal - Individual septic systems - Alternative on-site sewage disposal system may have special design, construction and maintenance requirements. See Skagit County Health Officer for details.

In addition, title is subject to a deed of trust wherein the beneficiary is Hector Lagasse and Bessie Lagasse, co-trustees of the Hector and Bessie Lagasse Family Trust date November 4, 1997, securing a promissory note dated September 14, 1999, wherein the principal balance is \$75,948.44. By causing this deed to be recorded, and as evidenced by the signatures below, the grantees covenant and agree to fully assume all obligations under the terms of the promissory note and the deed of trust and to hold the grantors harmless therefrom, including all costs including reasonable attorney's fees in defending any action against the grantors enforcing the terms of the said promissory note and deed of trust.

DATED THIS 15 day of OCTOBER, 2001.

By:

Corey E. Smith
Corey E. Smith

By:

Faydra A. Smith
Faydra A. Smith

#43470
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 19 2001

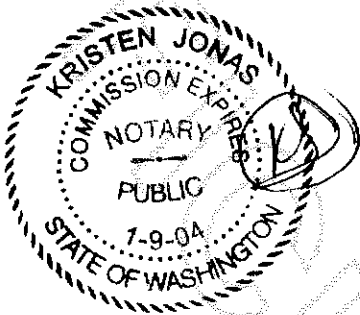
Amount Paid \$ 1101.25
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH) ss

On this day personally appeared before me Corey E. Smith and Faydra A. Smith, husband and wife, known to me to be the individual(s) described herein and who executed the within and foregoing instrument, and on oath stated that he/she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Given under my hand and seal this 15 day of OCTOBER, 2001.



[Signature]
Notary Public in and for the
State of Washington, residing
at SEDDO WOOLLEY
My commission expires: 1/9/04
Name: KRISTEN JONAS

We accept and agree to the assumption and hold harmless provisions stated above.

[Signature]
Jerry L. Reck

[Signature]
Kathy I. Reck

