



200603140161  
Skagit County Auditor

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AFTER RECORDING RETURN TO:

William R. Allen  
PO Box 437  
Sedro Woolley, WA 98284

LAND TITLE OF SKAGIT COUNTY

114121-PE

Abbrev. Leg.	Ptn of Gov. Lot 8, Sec. 6, T34N, R5E, W.M.
Tax Acct Nos.	340506-3-048-0003/P30141; 340506-3-049-0002/P30142; 340506-3-028-0007/P30120
Grantors.	WEYNANDS, Michael G. and Julie C.; WEYNANDS, INC.; HANSON, Gary and Linda
Grantee.	SKAGIT STATE BANK
Ref. No.	9903020130; 9904210079; 200106010119; 200110100130; 200111300181; 9904230019

### DEED IN LIEU OF FORECLOSURE

THE GRANTORS, MICHAEL G. WEYNANDS, JULIE C. WEYNANDS, WEYNANDS, INC., a Washington Corporation, and GARY HANSON and LINDA HANSON, husband and wife,

for and in consideration of the release of Grantors for certain liability set forth below, conveys and warrants to

GRANTEE, SKAGIT STATE BANK, a Washington Corporation,

the following described real estate situated in the County of Skagit, State of Washington, together with all after acquired title of the grantors therein,

For description of real property, see EXHIBIT A, attached hereto and by this reference incorporated herein

~~TOGETHER WITH ONE MOBILE HOME 1999 Liberty Independence  
26x00 MOB # 09L3332XU Located thereon.~~

This deed is given as an absolute conveyance, assignment and interest of all title or interest of the grantor(s) in the real and personal property described herein and is not intended as a mortgage, trust conveyance or security of any kind. It is the intention of grantors to convey all their right, title and interest in the property to the grantee. This deed is executed and delivered by the Grantor(s) in connection with the liens and encumbrances described on EXHIBIT B.

It is warranted and covenanted by the Grantors in executing this Deed in Lieu of Foreclosure and agreed by the Grantee in accepting the Deed as follows:

Weynands/SSB/Deed

1. The consideration for the execution of this Deed in Lieu consists of the release of the Grantor(s) Micheal G. Weynands and Julie C. Weynands, and the marital community composed thereof, from any personal liability for repayment of the amount due to the Grantee under the promissory note(s) dated March 1, 1999, May 25, 2001, September 21, 2001, November 29, 2001, and April 12, 1999, and one credit line agreement dated April 2, 1999, outstanding as of the date hereof. Nothing shall be construed to release the Grantor(s) or any other party from any other obligations to the Grantee, including any other obligations that may also be secured by the deeds of trust described above, or to preclude or otherwise prejudice the Grantee's right to proceed with a foreclosure action against the property or any other property secured by the Deed of Trust, provided that the Grantee shall not seek any deficiency judgment against the Grantor(s) in such foreclosure. The consideration set forth above is equal to the fair market value of the property and includes the fair and reasonable value of the Grantor(s) interest in the property.

2. This deed is executed voluntarily by Grantors, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantors and Grantee, and is not given or intended to hinder, delay, or defraud any creditor, or to contravene any of the bankruptcy laws of the United States or applicable laws.

3. Grantor(s) further warrant and represent that: (a) the Grantors has full power and authority to execute and deliver this Deed in Lieu; (b) this conveyance and assignment is freely and fairly made; and (c) Grantors are not rendered insolvent by this conveyance and assignment.

4. The Grantee by accepting and recording this deed does not intend a merger of its interest under those certain liens and encumbrances on EXHIBIT B, described above, with the fee title herein conveyed to take place, and it is the intention of the parties that the property described above shall remain subject to the liens on said EXHIBIT B. Although the Grantee waives its right to pursue a personal judgment against the Grantor(s) for the debt(s) referenced in Paragraph 1, above, the Grantee retains the right to proceed with the foreclosure of the liens described above on Exhibit B, against the property in the event a foreclosure is required to clear title to the property of any existing or future encumbrances junior to the liens described above on the said EXHIBIT B.

Dated: 1-27-05, 2005.

# 1151  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 14 2006

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



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Skagit County Auditor

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GRANTOR:

*Michael G. Weynands*  
MICHAEL G. WEYNANDS

STATE OF WASHINGTON )

SS

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that MICHAEL G. WEYNANDS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_, 2005.

Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

*See attached (one) page acknowledgement  
"Deed in lieu of foreclosure"*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of VENTURA } ss.

On JAN 27 2005 before me, CYNDIE RUSH - notary public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared MICHAEL G WEYBANDS  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
C. Rush  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

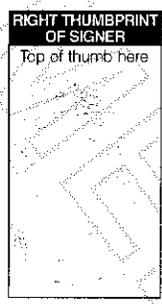
Title or Type of Document: DEED IN LIEU of foreclosure  
Document Date: 1-27-05 Number of Pages: 10  
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: MICHAEL G WEYBANDS

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





GRANTOR:

WEYNANDS, INC.:

By

*Michael G. Weynands*  
Michael G. Weynands

Title:

*Pres.*

STATE OF WASHINGTON )

ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that MICHAEL G. WEYNANDS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of WEYNANDS, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

*see attached (one) page JURAT  
"Deed in lieu of foreclosure"*

Weynands/SSB/Deed



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Skagit County Auditor

**JURAT WITH AFFIANT STATEMENT**

State of CALIFORNIA  
County of VENTURA } ss.

- See Attached Document (Notary to cross out lines 1-8 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], *not* Notary)

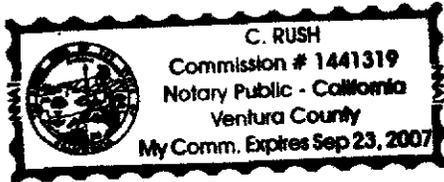
1  
2  
3  
4  
5  
6  
7  
8

Signature of Document Signer No. 1 \_\_\_\_\_

Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before  
me this 27 day of JANUARY,  
Date Month

2005 by  
Year  
(1) MICHAEL G WEYNAWDS  
Name of Signer  
(2) NONE  
Name of Signer(s)



Place Notary Seal Above

C. Rush  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: DEED IN LIEU of SORCLOSURE  
Document Date: 1-27-05 Number of Pages: 10  
Signer(s) Other Than Named Above: NONE

<b>RIGHT THUMBPRINT OF SIGNER #1</b> Top of thumb here	<b>RIGHT THUMBPRINT OF SIGNER #2</b> Top of thumb here
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Skagit County Auditor

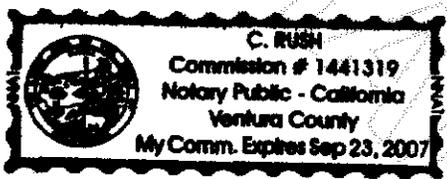
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of VENTURA } ss.

On Jan 27 2005 before me, Cyndie Rush - Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared MICHAEL & WEYMANDS  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
C. Rush  
Signature of Notary Public

**OPTIONAL**

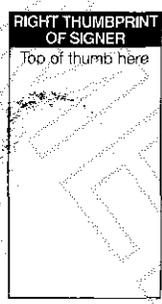
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Deed in Lieu of foreclosure  
Document Date: 1-27-05 Number of Pages: 10  
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



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Skagit County Auditor

GRANTORS:

Gary Hanson  
GARY HANSON

Linda Hanson  
LINDA HANSON

STATE OF WASHINGTON )  
: SS  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that GARY HANSON and LINDA HANSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: MARCH 13TH, 2006, ~~2005~~.



Karen Ashley

Print Name: KAREN ASHLEY  
NOTARY PUBLIC in and for the State of  
Washington, residing at SEDRO-WOOLLEY.

My appointment expires: 9/11/06



GRANTEE:

SKAGIT STATE BANK:

By [Signature]

Print Name: GARY MEDCALF

Title: VICE PRESIDENT

STATE OF WASHINGTON )

ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that GARY MEDCALF is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument, on oath stated that HE/SHE was authorized to execute the instrument and acknowledged it as VICE-PRESIDENT of SKAGIT STATE BANK, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this 14TH day of MARCH, 2006, ~~2005~~



[Signature: Karen Ashley]

Print Name: KAREN ASHLEY  
NOTARY PUBLIC in and for the State of Washington, residing at SEDRO-WOOLLEY

My appointment expires: 9/11/06



EXHIBIT A

PARCEL "A":

That portion of Government Lot 8, Section 6, Township 34 North, Range 5 East, W.M., described as follows:

Beginning at a point which is 230 feet North of the midpoint of the East line of said Government Lot 8 as measured at right angles to a line originating at said midpoint and drawn West midway between the North and South lines of said Government Lot 8, (this midway line will hereinafter be referred to as "Line A");  
thence West parallel with said Line A to the West line of the East 635 feet of said Government Lot 8;  
thence Southwesterly, a distance of 96 feet, more or less, to the intersection of the West line of the East 715 feet of said Government Lot 8 with a line that is parallel with said Line A and 175 feet North of said Line A, when measured at right angles thereto;  
thence West parallel with Line A, a distance of 445 feet, more or less, to the West line of said Government Lot 8;  
thence Northerly along the West line of said Government Lot 8 to a point that is on a line drawn parallel with said Line A, and 332.7 feet North of said Line A, when measured at right angles thereto;  
thence East parallel with said Line A, a distance of 395 feet, more or less, to the West line of the East 715 feet of said Government Lot 8;  
thence Northeasterly, a distance of 144 feet, more or less, to the intersection of the West line of the East 635 feet of said Government Lot 8 with a line that is parallel with said Line A, and 454 feet North of said Line A when measured at right angles thereto;  
thence East, parallel with said Line A, a distance of 635 feet, more or less, to the East line of said Government Lot 8;  
thence South 224 feet to the point of beginning,

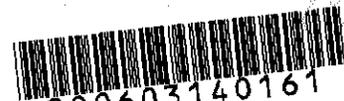
EXCEPT the East 15 feet thereof, AND EXCEPT the West 30 feet of the East 690 feet for County road as reserved in deeds recorded under Auditor's File Nos. 319097 and 668138.

Shorelands of the second class, as conveyed by the State of Washington, situate in front of, adjacent to and abutting upon that portion of the South 325.2 feet of the North 650.4 feet of said Government Lot 8 that is in front of, adjacent to and abutting upon Parcel "A" above described.

EXCEPT any portion of said shorelands situate in front of, adjacent to, or abutting upon the South ¼ of said Government Lot 8.

Situate in the County of Skagit, State of Washington.

- continued -



PARCEL "B":

The North 162.2 feet of Government Lot 8 in Section 6, Township 34 North, Range 5 East, W.M., EXCEPT the East 660 feet, AND EXCEPT County road.

Situate in the County of Skagit, State of Washington.

Parcel C:

Michael G. Weynands and Julie C. Weynands and Gary Hanson and Linda Hanson property

Tax Parcel No. 30120

That portion of Government Lot 8, Section 6, Township 34 North, Range 5 East, W.M., lying North of the following described line:

Beginning at a point which is 454 feet North of the midpoint of the East line of said Government Lot 8 as measured at right angles to a line originating at said midpoint and drawn West midway between the North and South lines of said Government Lot 8, (this midway line will hereinafter be referred to as "Line A");

thence West parallel with said Line A to the West line of the East 635 feet of said Government Lot 8;

thence Southwesterly, a distance of 144 feet, more or less, to the intersection of the West line of the East 715 feet of said Government Lot 8 with a line, that is parallel with said Line A and 332.7 feet North of said Line A, when measured at right angles thereto;

thence West parallel with Line A, a distance of 395 feet, more or less, to the West line of said Government Lot 8 and the terminal point of this line description,

EXCEPT the East 15 feet thereof, AND EXCEPT that portion of the North 162.2 feet lying West of the West line of the East 660 feet of said Government Lot 8, AND EXCEPT the West 30 feet of the East 690 feet for County road as reserved in deeds recorded under Auditor's File Nos. 319097 and 668138.

Situate in the County of Skagit, State of Washington.



**EXHIBIT B**  
**Deeds of Trust**

FIRST DEED OF TRUST: Dated, 1st day of March, 1999, between Michael Gerrit Weynands and Julie C. Weynands, husband and wife, and Weynands, Inc. a Washington corporation, as Grantors, original principal amount of \$220,827.21, Land Title Company, as trustee, for the benefit of Skagit State Bank, Parcels A and B on EXHIBIT A, recorded on the 2nd day of March, 1999, under Recording Number 9903020130, records of Skagit County Washington.

SECOND DEED OF TRUST: Dated the 2nd day of April, 1999, Michael Gerrit Weynands and Julie C. Weynands, husband and wife, and Weynands, Inc. a Washington corporation, Grantors, original principal amount up to \$20,000.00 credit line, Land Title Company, as trustee, for the benefit of Skagit State Bank, Parcels A and B on EXHIBIT A, recorded on the 26th day of April, 1999, under Recording Number 9904210079, records of Skagit County Washington.

THIRD DEED OF TRUST: Dated 25th day of May, 2001, Michael Gerrit Weynands and Julie C. Weynands, husband and wife, Weynands, Inc. a Washington corporation, Grantors, original amount of \$286,107.00, Land Title Company, as trustee, for the benefit of Skagit State Bank, Parcels A and B on EXHIBIT A, recorded on the 1st day of June, 2001, under Recording Number 200106010119, records of Skagit County Washington.

FOURTH DEED OF TRUST: Dated 21st day of September, 2001, original principal amount of \$66,443.47, Michael Gerrit Weynands and Julie C. Weynands, husband and wife, Weynands, Inc. a Washington corporation, Land Title Company, as trustee, for the benefit of Skagit State Bank, Parcels A and B on EXHIBIT A, recorded on the 10th day of October, 2001, under Recording Number 200110100130, records of Skagit County Washington.

FIFTH DEED OF TRUST: Dated 29th day of November, 2001, original principal amount of \$64,805.97, Michael Gerrit Weynands and Julie C. Weynands, husband and wife, Weynands, Inc. a Washington corporation, Land Title Company, as trustee, for the benefit of Skagit State Bank, all that certain real estate located in Skagit County, Washington, Parcels A and B on EXHIBIT A, recorded on the 30th day of November, 2001, under Recording Number 200111300181, records of Skagit County Washington.

SIXTH DEED OF TRUST: Dated 12th day of April, 1999, original amount of \$136,431.82, Michael Gerrit Weynands and Julie C. Weynands, husband and wife, and Gary Hanson and Linda Hanson, husband and wife, Grantors, Land Title Company, as trustee, for the benefit of Whidbey Island Bank, Parcel C on EXHIBIT A, recorded on the 23rd day of April, 1999, under Recording Number 9904230019, records of Skagit County Washington, which was assigned to Skagit State Bank by Assignment recorded under Recording Number 200410220061.

