

Skagit County Auditor

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After Recording Mail to:

Routh Crabtree Olsen, PS Heda Acevedou / File No. 7837.50006 PO Box 4143 Bellevue, WA 98009-4143

LAND TITLE OF SKAGIT COUNTY

123343-SE

Document Title(s): Nonmerger Warranty Deed in Lieu of Foreclosure

Reference Number(s) of Documents assigned or released: 200309180089

Grantor: Michael J. Curless

Grantee: Ameriquest Mortgage Company

Legal Description as follows:

Lot 23, "SUNSET WEST", as per plat recorded in Volume 9 of Plats, pages 98 and 99, records of Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s): P69941; 4028-000-023-0003

Consideration: <u>\$0</u>\_\_\_\_

## After Recording Return To:

Routh Crabtree Olsen, P.S. Attn: Steve Linkon 3535 Factoria Blvd. S.E. Bellevue, WA 98006

## NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

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GRANTOR:	MICHAEL J. CURLESS
GRANTEE:	AMERIQUEST MORTGAGE COMPANY
Legal Description:	
Abbreviated Form:	Lot 23, Sunset West
Additional on:	Page 1
Assessors Tax Parcel No:	P69941; 4028-000-023-0003
	المغبر المعجبي المستحج التجريح

THE GRANTOR, Michael J. Curless, a single man, for and in consideration of the covenants herein contained, the avoidance of the costs and expense of foreclosure, and no monetary consideration, the Grantor does by these presents convey and warrant to AMERIQUEST MORTGAGE COMPANY, the following described real estate, situated in the County of Skagit, State of Washington:

Lot 23, "SUNSET WEST," as per plat recorded in Volume 9 of Plats, pages 98 and 99, records of Skagit County, Washington. REAL ESTATE EXCISE TAX

Situate in the County of Skagit, State of Washington.

Commonly known as: 14220 Cedar Way Anacortes, WA 98221

Amount Para S Skagat Co. Treasurer Rυ 入 Deputy

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This deed does not effect a merger of the fee ownership and the lien of the Deed of Trust dated August 20, 2003, and recorded September 18, 2003 under Auditor's file number 200309180089, records of Skagit County, Washington. The fee and liens shall hereafter remain separate and distinct. This deed shall not operate to preclude the Grantee from proceeding in any action to enforce its deeds of trust against any persons other than Grantor. This deed is executed by Grantor on the condition that Grantee waives any claim against Grantor for a deficiency judgment resulting from subsequent foreclosure and/or sale of the property conveyed herein.

DATED: this <u><i>O</i></u> data	lay of DECEMBER	, 2006.
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DEED IN LIEU OF FORECLOSURE - 1

**GRANTOR:** lno J. CURLESS **IICHAEL** 

) ss

State of Washington )

County of King

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



Dated keneji (Signature) NOTARY PUBLIC

<u>Heather</u> A Szechenyj Print Name of Notary My appointment expires 2.24.08



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DEED IN LIEU OF FORECLOSURE - 2

STATE OF WASHINGTON )))SS.COUNTY OF KING

The undersigned, being first duly sworn on oath, depose and say:

1. That MICHAEL J. CURLESS, a single man, is the person who made, executed, and delivered that certain Nonmerger Warranty Deed in Lieu of Foreclosure, as set forth above, conveying the following described property:

Lot 23, "SUNSET WEST," as per plat recorded in Volume 9 of Plats, pages 98 and 99, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Commonly known as: 14220 Cedar Way Anacortes, WA 98221

- 2. That the aforesaid deed is intended to be and is an absolute conveyance of the title to the property to the Grantee named therein, and was not and is now not intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant, as Grantor in the deed to convey, and by the deed the affiant did convey, to the Grantee therein all of his right, title, and interest absolutely in and to the property, that possession of the property has been surrendered to the Grantee;
- 3. That in the execution and delivery of the deed, affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;
- 4. That the consideration for the deed was and is the waiver by Grantee of any claim for deficiency against Grantor.
- 5. That at the time of making the Nonmerger Warranty Deed in Lieu of Foreclosure, affiant believed and now believe that this represents fair consideration;
- 6. That at the time of making the Nonmerger Warranty Deed in Lieu of Foreclosure affiant has not filed for and does not intend to file within the next ninety (90) days for protection under the provisions of the United States Bankruptcy Code, 11 U.S.C. et seq.
- 7. This affidavit is made for the protection and benefit of Grantee and any title company that may hereafter insure the title to the property;
- 8. That the affiant will testify, declare, depose, or certify before any competent tribunal,

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DEED IN LIEU OF FORECLOSURE - 3



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officer, or persons, in any case now pending or that may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

9. That affiant hereby releases any interest in the property identified in the deed set forth above, including but not limited to, any proceeds of any future sale of the property by Grantee and Sandra Cooper who is a tenant in common.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated and signed this <u>of</u> day of <u>DECEMBER</u> , 2006, in King County, Washington. 4, Casie 1. CURLESS State of Washington ) ) ss County of King )

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



Date (- 12 - 1 - 2000 (Signature)

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Print Name of Notary My appointment expires: 2.2.

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