

AFTER RECORDING, RETURN TO:

SUMMIT BANK

PO BOX 805

BURLINGTON, WA 98233



200907280059
Skagit County Auditor

7/28/2009 Page 1 of 3 2:42PM

CHICAGO TITLE CO.

620003595

Abbrev. Legal
Tax Account #
Grantor
Grantee
Ref. No.

LOT 6, MARIHUGH PLACE.
4580-000-006-0000 (P100912)
Stephen M. Zimmerman
SUMMIT BANK
126708 / DT#200710010143

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2265
JUL 28 2009

Amount Paid \$ 6
Skagit Co. Treasurer
By *1 xdm* Deputy

DEED IN LIEU OF FORECLOSURE

THE GRANTOR, Stephen M. Zimmerman, as his sole and separate property

for and in consideration of the release of Grantor for certain liability set forth below,

convey and warrant to GRANTEE, SUMMIT BANK,

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

Lot 6, "PLAT OF MARIHUGH PLACE," as per plat recorded in Volume 15 of Plats, pages 27 and 28, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

The address of said property is: NHN Marihugh Place, Lot 6, Mount Vernon, WA 98273. Real Property tax account number is 4580-000-006-0000 (P100912).

This deed is given as an absolute conveyance, assignment and interest of all title or interest of the grantor in the real property described herein and is not intended as a mortgage, trust conveyance or security of any kind. It is the intention of grantor to convey to grantee all their right, title and interest in the property to the grantee.

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

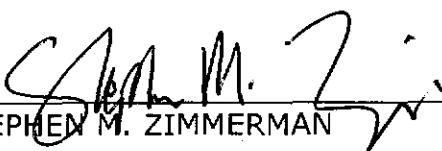
1. The consideration for the execution of this Deed in Lieu consists of the release of the Grantor(s) from any personal liability for repayment of the amount due to the Grantee under the promissory note dated September 28, 2007, outstanding as of the date hereof. Nothing shall be construed to release 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 Deed 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.

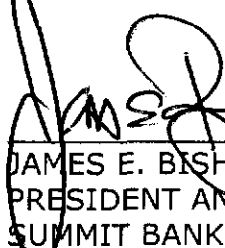
2. This deed is executed voluntarily by Grantor, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantor and Grantee, and is not given or intended to hinder, delay, or defraud any creditor, or to contravene any of the bankruptcy laws of the United States or applicable laws.
3. Grantor(s) further warrant and represent that: (a) the Grantor 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) Grantor is 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 that certain deed of trust referenced 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 lien of said deed of trust. 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 Deed of Trust, 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 Deed of Trust.
5. Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, or other than this deed between the grantor and grantee with respect to the land.

Dated: 7/27, 2009

GRANTOR:


STEPHEN M. ZIMMERMAN

GRANTEE:


JAMES E. BISHOP, II
PRESIDENT AND CHIEF CREDIT OFFICER
SUMMIT BANK

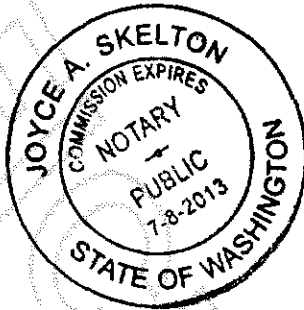


200907280059
Skagit County Auditor

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Stephen M Zimmerman 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 document.

Dated: 7/27, 2009



Joyce A. Skelton
Print Name: Joyce A. Skelton

NOTARY PUBLIC in and for the State
of Washington, residing at
Mt. Vernon

My appointment expires: 7/8/2013

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JAMES E. BISHOP II 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 document.

Dated: 7/27, 2009



Joyce A. Skelton
Print Name: Joyce A. Skelton

NOTARY PUBLIC in and for the State
of Washington, residing at
Mt. Vernon

My appointment expires: 7/8/2013



200907280059
Skagit County Auditor