

Skagit County Auditor

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After Recording Return To: Puget Sound Investors P.O. Box 2116 Mount Vernon, WA 98273

DOCUMENT TITLE:QUIT CLAIM DEED IN LIEU OF FORECLOSUREGRANTOR:YOUNGREN, DUANE D. and YOUNGREN, TIFFANY V.GRANTEE/BENE.:HABERLY, TODD B.LEGAL DESC.:Section 30, Township 34, Range 4; Ptn. NE SETAX PARCEL NO.:P28883 / 340430-0-071-0004

QUIT CLAIM DEED (In Lieu of Foreclosure)

The Grantors, DUANE D. YOUNGREN and TIFFANY V. YOUNGREN, husband and wife, for and in consideration of in lieu of foreclosure, hereby convey and quit claim to TODD B. HABERLY, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor therein:

That portion of the East ½ of the Northeast ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said Northeast ¼ of the Southeast ¼; thence West along the North line of said Northeast ¼ of the Southeast ¼, 339.75 feet, thence South 0 degrees 36' West, 315.06 feet to the true point of beginning of this description; thence from said point of beginning run South 88 degrees 34' West, 113.08 feet; thence North 0 degrees 33'20" West to the South line of the Blackburn Road; thence North 88 degrees 34' East on the South line of said road, 116.2 feet to a point that bears North 0 degrees 36' East from the point of beginning; thence South 0 degrees 36' West to the point of beginning;

EXCEPT the following described tracts:

Beginning at a point 455.95 feet West and 20 feet South of the Northeast corner of said Northeast ¼ of the Southeast ¼; thence South 0 degrees 33'20" East, 100 feet; thence North 88 degrees 34' East, 95 feet; thence North 0 degrees 33'20" West, 100 feet; thence West to the point of beginning;

AND ALSO EXCEPT that portion of said premises, if any, lying East of the West line of those premises conveyed to Ida M. Youngquist, by Deed dated October 29, 1937, filed November 3, 1941, as File No. 246062, and recorded in Volume 185 of Deeds, page 162.

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This deed represents a conveyance to Grantee of all interest the Grantor has in the subject property and is given to Grantee with respect to that certain Promissory Note dated December 21, 2007, which is secured by that Deed of Trust recorded under Auditor's File No. 200712210062, records of Skagit County, Washington. Though this deed represents a full conveyance of the Grantors interest in the subject real property, it does not prohibit the Grantees from foreclosure of the said Deed of Trust, without recourse to the Grantor. In the event that any creditors of the Grantor should challenge this transfer of title or should they assert priority over the lien and sums due under the said Note and all other sums advanced by the Grantees in connection with the said property, then the Grantee shall have the absolute right to foreclose, either judicially or non-judicially, pursuant to the terms of the said Deed of Trust referenced herein.

The parties intend that this deed will not merge with the Deed of Trust originally given by Grantor to Grantee and that Grantee shall retain all rights to foreclose embodied in the existing Deed of Trust of record and in favor of Grantee.

Grantor is in default in both principal and interest due under the said Note secured by the Deed of Trust. The Note is presently due and payable in full and as of this date the Grantor is unable to meet the obligations of the said Note and Deed of Trust according to the respective terms.

The foregoing is intended as a conveyance, transfer and assignment of all of the Grantor's right to possession, rentals and equity of redemption in and to said property as of the date this deed is accepted by Grantee.

The value of the real property conveyed this date is not in excess of the amount of all indebtedness outstanding against such property.

Grantee does not assume any indebtedness of Grantor to any other party by virtue of accepting this deed in lieu of foreclosure.

The transfer of legal title to the real property herein described to Grantee is not intended by the parties to create a merger of the separate estate or title held by Grantee in and under that certain Deed of Trust reference above. Rather, it is the intention of Grantor and Grantee that Grantee's security or lien interest in the real property under the Deed of Trust shall continue in force and remain separate and alive.

Dated this _ 2 Eday of September, 2009.

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SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX OCT 0 2 2009 Amount Paid \$

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Skagit Co. Treasurer

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STATE OF TEXAS) ss. County of TPANS

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, DUANE D. YOUNGREN and TIFFANY V. YOUNGREN, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 28 th day of September, 2009.

ILILIAN T. WARY PUBLIC STATE OF TEXAS NOTARY PURI IC Printed Name: My appointment expires: p. 3 of 3 - Quit Claim Deed in Lieu of Foreclosure 6 n Skagit County Auditor 3 10:38AM 3 of 10/2/2009 Page