



201001080092

Skagit County Auditor

1/8/2010 Page 1 of 8 3:40PM

After Recording Return To:

Daniel H. Folkers and Beth A. Folkers
12824 Padilla Bay Lane
Mount Vernon, WA 98273

NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE

GRANTOR: CHRIS ODOM, an unmarried person
GRANTEES: DANIEL H. FOLKERS and BETH A. FOLKERS,
husband and wife

Legal Description:

Abbreviated Form: Ptn of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, 3-34N-2E, W.M.
Additional on: pages 1, 2

Assessor's Tax Parcel No.: Ptn of 340203-0-019-0004/P19693

THE GRANTOR, CHRIS ODOM, an unmarried person, ("Grantor"), for and in consideration of Grantees' agreement not to foreclose that certain Deed of Trust described below, conveys and warrants to DANIEL H. FOLKERS and BETH A. FOLKERS, husband and wife, ("Grantees"), the following described real estate situated in the County of Skagit, State of Washington:

That portion of Parcel "C" as shown on Record of Survey recorded under Auditor's File No. 200011060075, records of Skagit County, Washington, said parcel located in the Southeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said Parcel "C";
Thence South 00°02'40" East a distance of 265.00 feet to the true point of beginning;
Thence South 00°02'40" East a distance of 100.00 feet;

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

48
JAN 08 2010

Amount Paid \$
Skagit Co. Treasurer
By *Mam* Deputy

Thence North 89°24'22" West a distance of 150.00 feet;
Thence North 00°02'40" West a distance of 100.00 feet;
Thence South 89°24'22" East a distance of 150.00 feet to the true point of
beginning.

Situate in the County of Skagit, State of Washington.

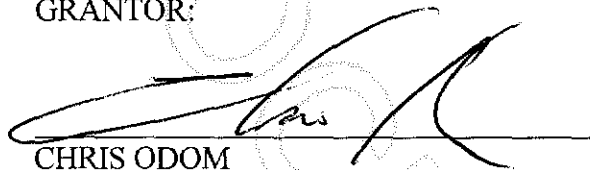
The Grantees by accepting and recording this Deed do not intend a merger of their interest under that certain Deed of Trust recorded January 9, 2008 under Skagit County Auditor's File No. 200801090056, with the fee title herein conveyed to take place, and it is the intention of the parties that the property above-described shall remain subject to the lien of said Deed of Trust, which lien shall remain a first lien upon the property. All indebtedness secured by said Deed of Trust shall remain in full force and effect. This deed shall not operate to preclude the Grantees from proceeding in any action to enforce their deed of trust.

Grantor declares that this conveyance is freely and fairly made, that this is an absolute conveyance (and not a conveyance for security purposes), and that there are no agreements, oral or written, between Grantor and Grantees with respect to the real property described herein to this Warranty Deed.

This deed constitutes a boundary line adjustment and will combine or aggregate the property with contiguous property owned by the Grantee. This boundary line adjustment is not for the purpose of creating an additional building lot.

DATED: November 30, 2009.

GRANTOR:


CHRIS ODOM

THE FOREGOING DEED ADJUSTING BOUNDARY LINES IS HEREBY APPROVED THIS
17 DAY OF January, 2009. 10

SKAGIT COUNTY

By David Roeder
Its Senior Planner

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 2



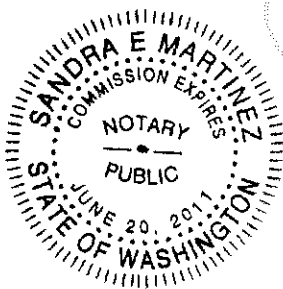
201001080092

Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that CHRIS ODOM 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 the instrument.

DATED: November 30, 2009.



Sandra E Martinez
(Signature of Notary)
Printed name: Sandra E Martinez
My appointment expires: June 20, 2011

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 3



201001080092
Skagit County Auditor

1/8/2010 Page 3 of 8 3:40PM

BORROWER'S AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

CHRIS ODOM ("Borrower"), being duly sworn, deposes and says on his behalf:

1. That he is the person who made, executed and delivered that certain warranty deed to Daniel H. Folkers and Beth A. Folkers, husband and wife, dated November 30, 2009, conveying the following described real property (the "Premises"):

That portion of Parcel "C" as shown on Record of Survey recorded under Auditor's File No. 200011060075, records of Skagit County, Washington, said parcel located in the Southeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said Parcel "C";
Thence South 00°02'40" East a distance of 265.00 feet to the true point of beginning;
Thence South 00°02'40" East a distance of 100.00 feet;
Thence North 89°24'22" West a distance of 150.00 feet;
Thence North 00°02'40" West a distance of 100.00 feet;
Thence South 89°24'22" East a distance of 150.00 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

2. That Chris Odom, an unmarried person, is the person who made, executed, and delivered that certain Nonmerger Warranty Deed in Lieu of Foreclosure, as set forth above, conveying the Premises;

3. That the aforesaid warranty deed is intended to be and is an absolute conveyance of the title to the Premises to the Grantees named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was and is the intention of the affiant and Borrower as Grantor in said grant deed to convey, and by said warranty deed Chris Odom did convey to the Grantees therein, all of his right, title and interest absolutely in and to the Premises; that possession of the Premises has been surrendered to the Grantees;

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 4



201001080092

Skagit County Auditor

4. That in the execution and delivery of said warranty deed, neither affiant nor Borrower was acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

5. That affiant believes and now believes that the consideration for said warranty deed represents the fair value of the Premises;

6. That there are no unrecorded interests in the Premises of any kind;

7. That there are no outstanding bankruptcies against or involving Borrower;

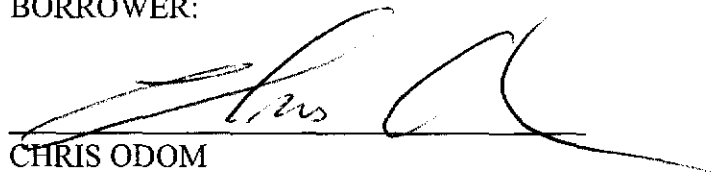
8. This affidavit is made for the protection and benefit of the Grantees in said warranty deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Premises, and particularly for the benefit of Chicago Title Company, which has insured the title to the Premises in reliance thereon, and any other title company which may hereafter insure the title to the Premises; and

9. That the affiant will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

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 31 day of November, 2009, in Skagit County, Washington.

BORROWER:

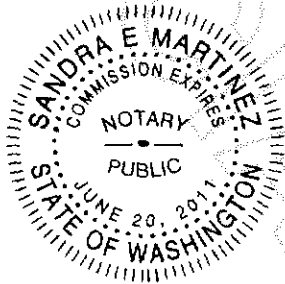

CHRIS ODOM



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that CHRIS ODOM 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 the instrument.

DATED: November 30, 2009.



Sandra E Martinez
(Signature of Notary)

Sandra E Martinez
(Legibly Print or Type Name of Notary)

My appointment expires: June 20, 2011

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 6

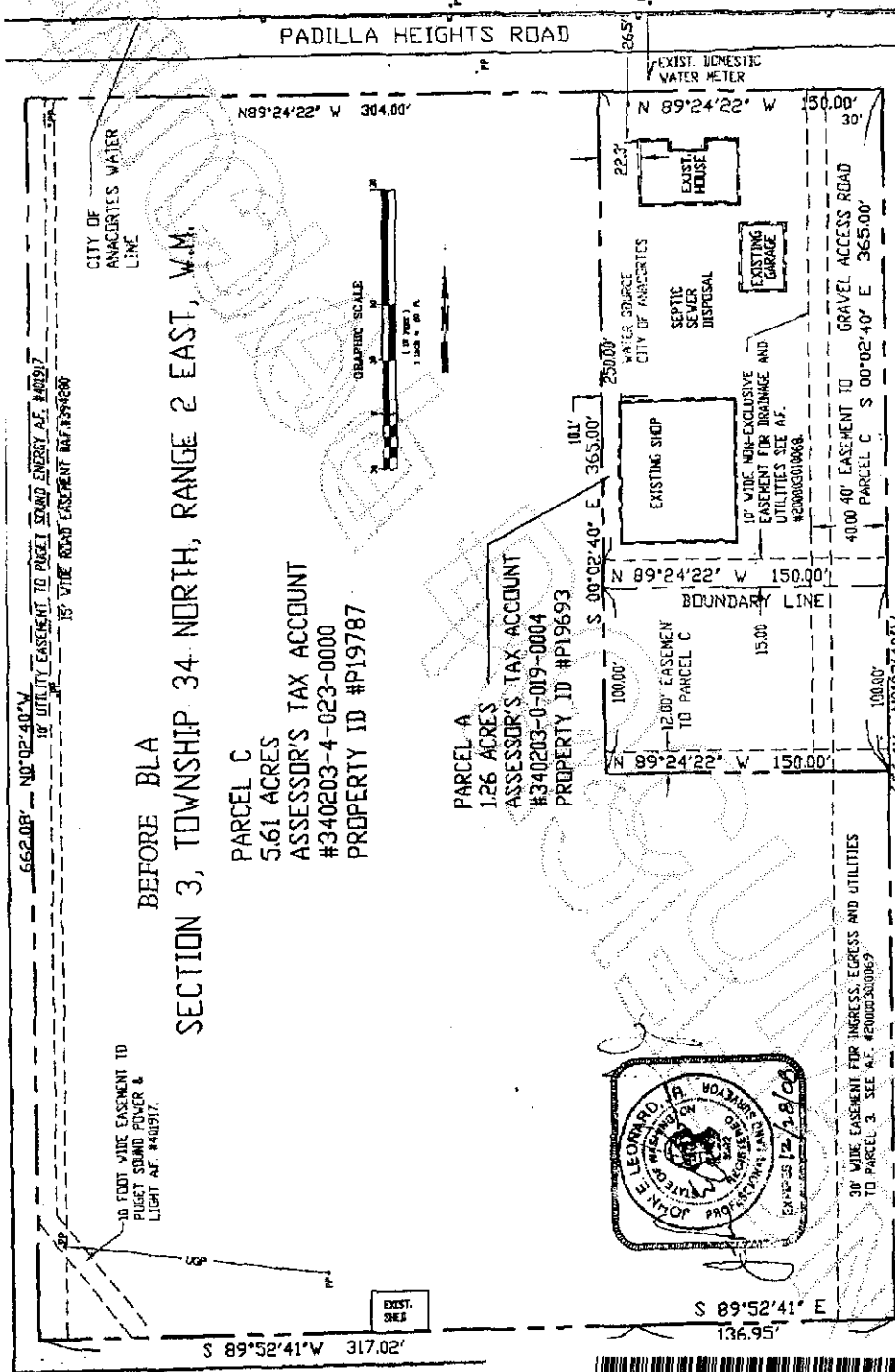


201001080092
Skagit County Auditor

HERICSTAD ENGINEERING
 4112 E. HERICSTAD BLVD
 SUITE 100
 TACOMA, WA 98152-2000
 TEL: 206-465-1111

Folkers/Odom BLA
 9870 Padilla Heights Road
 Everett, WA 98203-1111
 GRAB: 1.000
 DATE: 10/20/09

Boundary
 Line Adjust.



201001080092
 Skagit County Auditor



1/8/2010 Page 8 of 8 3:40PM