



201009230060

Skagit County Auditor

9/23/2010 Page

1 of

5 1:58PM

After Recording Mail To:
Orchard Terrace Estates, LLC
923 Pacheco Blvd
Los Banos, CA 93635

GUARDIAN NORTHWEST TITLE CO.

100055

COVER PAGE FOR WASHINGTON DEEDS**Type of Document to be recorded:** SPECIAL WARRANTY DEED**Grantor:** Federal Deposit Insurance Corporation as Receiver for AMTRUST BANK**Grantor's Mailing Address:** 1601 Bryan Street, Dallas, Texas 75201**Grantee:** Orchard Terrace Estates, LLC, a California Limited Liability Company**Grantee's Mailing Address:** 6991 Fruitdale Road, Sedro Wooley, WA 98284**Legal Description (abbreviated):** Section 6, Township 35, Range 5; PTN. SW SE and PTN. SE SW**Assessor's Property Tax Parcel Account Number(s):** ~~350506-4-008-0101 (P38575)-~~

350506-3-003-0500

P105381

Prior Recorded Doc. Ref: Trustee's Deed: Recorded _____, Doc. No.
200911040041SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX2898
SEP 23 2010Amount Paid \$0
By Skagit Co. Treasurer
JMM Deputy

STATE OF WASHINGTON

COUNTY OF SKAGIT

SPECIAL WARRANTY DEED
(WASHINGTON)

Date:

9/20/2010

Grantor: FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for AMTRUST BANK

Grantor's Mailing Address (Including county):

1601 Bryan Street
Dallas, Dallas County, Texas 75201

Grantee: Orchard Terrace Estates, LLC a California Limited Liability Company

Grantee's Mailing Address:

923 Pacheco Blvd.
Los Banos, CA 93635

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description (including any improvements):

See Exhibit A attached hereto and incorporated herein by reference.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

The Seller does not represent that the above acreage or square footage calculations are correct.



201009230060

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Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "Permitted Encumbrances"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.



GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION, as
Receiver for AMTRUST BANK

By: Richard L Mann
Printed Name: _____
Its: Attorney In Fact

RICHARD L MANN
ATTORNEY IN FACT

ACCEPTED AND AGREED TO AND DELIVERY ACKNOWLEDGED ON THIS THE 2nd DAY OF Sept, 2010.

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 20th day of September, 2010 by Richard L Mann, Attorney In Fact, on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION acting in the capacity therein stated.

My Commission Expires:

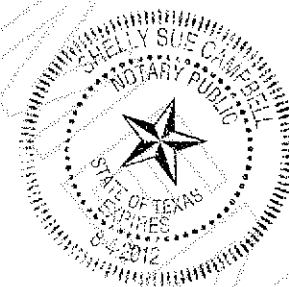
8/4/2012

Shelly Campbell
Notary Public

Shelly Campbell
Notary's Name Printed or Typed

AFTER RECORDING, RETURN TO:

Orchard Terrace Estates, LLC
923 Pacheco Blvd.
Los Banos, CA 93635



The Seller does not represent that the above acreage or square footage calculations are correct.



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Skagit County Auditor

Property: 6991 Frutidale Rd, Sedro Wooley, Washington 98284

EXHIBIT "A"

Assessor's Parcel Number: 350506-3-003-0500 P105381)

Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $89^{\circ}55'06''$ East along the North line of said subdivision for 459.20 feet; thence South $02^{\circ}48'45''$ East for 284.86 feet to the North line of the county right-of-way conveyed to Skagit County by deed recorded under Auditor's File No. 292835, records of Skagit County, Washington; thence South $89^{\circ}54'15''$ West along the North line of said right-of-way for 459.20 feet to the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 35 North, Range 5 East, W.M.; thence North along said West line to the point of beginning;

(Also known as Tract 1 of Short Plat No. 79-72).

TOGETHER WITH that portion of Lot 4 of Skagit County Short Plat No. 93-068, as approved January 10, 1994, an recorded January 13, 1994, Volume 11 of Short Plats, page 51, under Auditor's File No. 9401130096, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 5 East, W.M., lying Southeasterly of Frutidale Road.

