



201010180126

Skagit County Auditor

10/18/2010 Page

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3 3:18PM

## FILED AT REQUEST OF:

Boeing Employees' Credit Union  
P.O. Box 97050, M/S 1155-1  
Seattle, WA 98124

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

3,80

OCT 18 2010

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

**WARRANTY DEED IN LIEU OF FORECLOSURE**

Reference Number of document released: 200707060072  
Assessor's Tax Parcel ID#: 4868-000-121-0000 (P123214)

THE GRANTORS, JOHN T. BIRKETT and DARLENE M. BIRKETT, husband and wife, for and in consideration of this deed in lieu of foreclosure of the below mentioned Deed of Trust, convey and grant to BOEING EMPLOYEES' CREDIT UNION, the GRANTEE, the following described real estate, situated in the County of Skagit, State of Washington, including any interest therein which GRANTORS may hereinafter acquire:

LOT 121, NOOKACHAMP HILLS PUD, PHASE 2B, AS PER PLAT RECORDED AUGUST 23, 2005, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200508230082, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The title to said property is hereby warranted by Grantors against all persons whomsoever subject to any matter set forth herein. It is further warranted and covenanted by Grantors and by Grantee, in accepting it as follows:


1. The consideration for the execution of this Deed consists of the full satisfaction of the Deed of Trust executed by JOHN T. BIRKETT and DARLENE M. BIRKETT, husband and wife, dated June 26, 2007, and recorded on July 6, 2007, under Auditor's File No. 200707060072, records of Skagit County, Washington, and the cancellation of the underlying promissory note, and for all indebtedness thereunder, secured by the aforesaid Deed of Trust.
2. This Deed is executed voluntarily by Grantors, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantors 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 other applicable laws. In this regard, Grantors expressly represent that, as of the date of

execution and delivery of this Deed, the fair market value of the property does not exceed its indebtedness.

3. This Deed is not given as security for the payment of monies or indebtedness, or as security of any kind or nature; and there is no other agreement, understanding or writing between the parties hereto or any other person, relative to the reconveyance of the above described property; there is no sale or conveyance of the property to anyone else for the benefit of the Grantors, nor is there any division of the proceeds realized from the property by sale or otherwise.
4. Actual possession of the property herein conveyed has been surrendered and delivered to Grantee; Grantors intend by this Deed to vest absolute and unconditional title to said property in Grantee, and forever estop and bar Grantors, and all their successors in interest, from having or claiming any right, title, or interest of any nature whatsoever either in law or in equity, or in possession or in expectancy in and to the property or any part thereof. In this regard, and in reliance on the Deed and all other Grantors' warranties and representations made herein, Grantee shall be entitled to exercise and enjoy all the rights, responsibilities, power and privileges of fee simple ownership on the property, including, without limitation, maintaining and improving the property as Grantee deems appropriate; selling the property at such time and on such terms, as Grantee deems appropriate; paying taxes and assessments levied against the property; and otherwise acting with respect to the property consistent with quiet enjoyment and ownership thereof by Grantee.
5. This Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust described above. The fee and lien shall hereafter remain separate and distinct. Grantee reserves the right to foreclose its Deed of Trust at any time as to any party with any claim, interest or lien in the property.
6. Grantors concurrently herewith transfer and assign any and all reserve accounts held with respect to the subject loan account to Grantee.

DATED: this 20<sup>th</sup> day of September, 2010.

  
John T. Birkett

  
Darlene M. Birkett



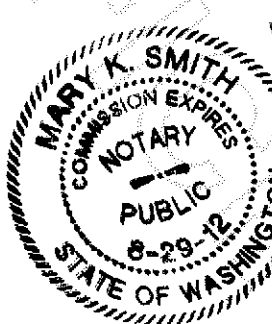
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Skagit County Auditor

STATE OF WASHINGTON

COUNTY OF ~~KING~~ Snohomish ) ss.

On this 30<sup>th</sup> day of September, 2010 personally appeared before me John T. Birkett and Darlene M. Birkett, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the said instrument as their free and voluntary act, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 30<sup>th</sup> day of September, 2010.

 Mary K. Smith  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Manlyville  
Print Name: Mary K. Smith  
My Commission expires 8/29/2012