

FILED FOR RECORD AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:



201103090014

Skagit County Auditor

3/9/2011 Page 1 of 6 9:51AM

LESLE WICKSELL
~~1222 QUENTIN AVENUE~~
~~MOUNT VERNON, WA 98273~~
11264 Peacock Lane
Burlington, WA 98233

NON-MERGER SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

Grantor (s):	COTTONTAIL, LLC, a Washington limited liability company
Grantee (s):	LESLE WICKSELL, as her separate property
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	PTN SE ¼ SE ¼, 22-34-4 E W.M.
Additional Legal on page(s):	1 and 2
Assessor's Tax Parcel No.:	340422-4-019-0001; P27583

THE GRANTOR, COTTONTAIL, LLC, a Washington limited liability company ("Grantor"), for and in consideration of Grantee's agreement not to foreclose that certain Deed of Trust ★ described below, conveys and warrants to LESLE WICKSELL, as her separate property, ("Grantee"), the following described real estate situated in the County of Skagit, State of Washington: **Auditor's File # 200606300190*

THE EAST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE NORTH 396 FEET OF THE WEST 670 FEET THEREOF; ALSO THE NORTH 132 FEET OF THE SOUTH 264 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE NORTH 396 FEET THEREOF, AND EXCEPT ROAD. ALSO THE SOUTH 132 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, EXCEPT THE WEST 330 FEET THEREOF,

ALL IN TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.
NON-MERGER SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE – PAGE 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
678

MAR 09 2011

Amount Paid \$0
Skagit Co. Treasurer
By *rdm* Deputy

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Deed of Trust recorded under Skagit County Auditor's File No. 200606300190, 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 Grantee from proceeding in any action to enforce its deed of trust.

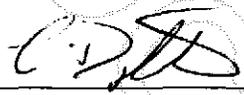
Grantor declares that this conveyance is freely and fairly made, that this is an absolute conveyance (and not a conveyance for security purposes), and that there are no agreements, oral or written, between Grantor and Grantee with respect to the real property described herein to this Deed.

The Grantor, for itself and for its successors in interest, hereby expressly limits the covenants and warranties of this deed to those herein expressed and excludes all covenants and warranties arising or to arise by statutory or other implication, and does hereby covenant to warrant and defend said real estate against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor, and not otherwise.

Dated MARCH 8, 2011.

GRANTOR:

COTTONTAIL, LLC, a Washington limited liability company

By: 
ERIC DYKSTRA
Its General Manager

NON-MERGER SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE – PAGE 2

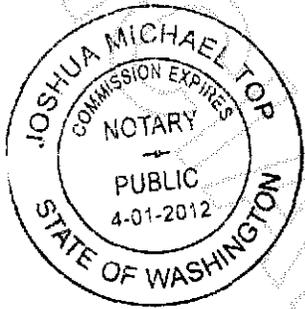


201103090014
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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that ERIC DYKSTRA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of COTTONTAIL, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 8th, 2011.




NOTARY PUBLIC
Printed Name: Joshua Michael Top
My appointment expires: 4-01-2012

NON-MERGER SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE – PAGE 3



201103090014
Skagit County Auditor

BORROWER'S AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

ERIC DYKSTRA, as General Manager of COTTONTAIL, LLC, a Washington limited liability company, ("Borrower"), being duly sworn, depose and say on behalf of the Borrower:

1. That as General Manager of COTTONTAIL, LLC, I am the person who made, executed and delivered that certain deed to LESLE WICKSELL, as her separate estate, (the "Lender"), dated 3-8-11, 2011 conveying the following described real property (the "Premises"):

THE EAST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE NORTH 396 FEET OF THE WEST 670 FEET THEREOF; ALSO THE NORTH 132 FEET OF THE SOUTH 264 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE NORTH 396 FEET THEREOF, AND EXCEPT ROAD. ALSO THE SOUTH 132 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, EXCEPT THE WEST 330 FEET THEREOF,

ALL IN TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

2. That the aforesaid deed is intended to be and is an absolute conveyance of the title to the Premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the affiant and Borrower as grantor in said grant deed to convey, and by said deed COTTONTAIL, LLC, did convey to the grantee therein, all of its right, title and interest absolutely in and to the Premises; that possession of the Premises has been surrendered to the grantee;

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

4. That the execution and delivery of said deed by Borrower was duly authorized by affiants as the members of Borrower;

5. That affiants believed and now believe that the consideration for said deed represents the fair value of the Premises;

NON-MERGER SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE – PAGE 4



201103090014
Skagit County Auditor

6. That there are no unrecorded interests in the Premises of any kind which are derived through Grantor;

7. That there are no outstanding bankruptcies against or involving Borrower or any of its members;

8. COTTONTAIL, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of Washington, and ERIC DYKSTRA as General Manager of COTTONTAIL, LLC has the requisite corporate power and authority to execute and deliver this deed and affidavit and to consummate the transactions contemplated hereby. The execution and delivery, by ERIC DYKSTYRA as General Manager of COTTONTAIL, LLC, of this deed and affidavit and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of COTTONTAIL, LLC;

9. This affidavit is made for the protection and benefit of the grantee in said deed, its 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 any title insurance 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

10. That the affiants 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.

We declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated and signed this 8TH day of MARCH, 2011, in Skagit County, Washington.

BORROWER:

COTTONTAIL, LLC, a Washington limited liability company

By: 
ERIC DYKSTRA
Its General Manager

NON-MERGER SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE – PAGE 5

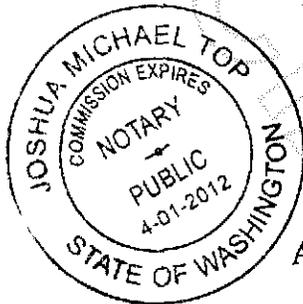


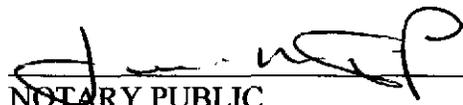
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State of Washington)
) ss
County of King)

I certify that I know or have satisfactory evidence that ERIC DYKSTRA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as General Manager of COTTONTAIL, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 8th, 2011.

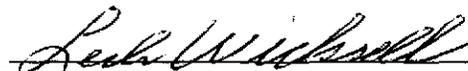



NOTARY PUBLIC
Printed Name: Joshua Michael Top
My appointment expires: 4-01-2012

ACCEPTANCE BY LENDER

Lesle Wicksell hereby agrees that in consideration of the transfer of the real property described herein, she shall not institute or prosecute any action against Cottontail, LLC, and/or its members, or otherwise exercise any remedies against Cottontail, LLC and/or its members, in order to collect, enforce, declare, assert, establish or otherwise raise any claim, cause of action, contract, liability, indebtedness or obligation that Lesle Wicksell may have against Cottontail, LLC and/or its members under the deed of trust described herein and/or the promissory note of the same date, except insofar as it is necessary in a foreclosure action to clear title to the real property. Lesle Wicksell further covenants that she will not seek to procure any deficiency judgment against Cottontail, LLC and/or its members for the amount by which the obligation evidenced by the promissory note secured by the deed of trust exceeds the value of the real property described herein.

Dated and signed this 08 day of March, 2011, in Skagit County, Washington.


LESLE WICKSELL

NON-MERGER SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE - PAGE 6



201103090014
Skagit County Auditor