

AFTER RECORDING MAIL TO:

Name BARRON SMITH DAUGERT, PLLC

Address PO Box 5008

City/State BELLINGHAM, WA 98227

SALLYE QUINN



201103290059

Skagit County Auditor

3/29/2011 Page 1 of 6 3:35PM

Document Title(s): (or transactions contained therein)

1. ESTOPPEL AFFIDAVIT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

GUARDIAN NORTHWEST TITLE CO.

Grantor(s): (Last name first, then first name and initials)

1. GRIMBLY, JEFFREY A.
- 2.
3. GRIMBLY, RACHEL J.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. PEOPLES BANK
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOT 3 THE GLADE AT THOMAS CREEK

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

4901-000-003-0000 P124894

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**ESTOPPEL AFFIDAVIT EXECUTED CONCURRENTLY WITH NON-MERGER
STATUTORY WARRANTY DEED IN LIEU OF FORECLOSURE**

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Jeffrey A. Grimbly and Rachel J. Grimbly, being first duly sworn upon oath, depose and say:

We, Jeffrey A. Grimbly and Rachel J. Grimbly, husband and wife ("Grantors") made, executed, and delivered that certain Non-Merger Statutory Warranty Deed in Lieu of Foreclosure ("Deed") to Peoples Bank, ("Grantee") dated effective the 28 day of March, 2011 conveying the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

Grantors represent and warrant that the Deed is an absolute conveyance of the title to the Property to Grantee named therein, in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind and that possession of the Property has been surrendered to Grantee.

Grantors represent and warrant that the Deed and conveyance was made by Grantors, as a result of Grantors' request that Grantee accept such Deed, and is a free and voluntary act. At the time of making said Deed, the undersigned felt and still feel that the indebtedness subject to that Deed of Trust dated recorded June 13, 2007 under Skagit County Auditor's File No. 200706130062 ("Deed of Trust") is greater than the fair market value of the Property; that the Deed was not given as a preference against any other creditor of the undersigned; that Grantors are solvent and have no other creditors whose right would be prejudiced by such conveyance; that the Deed was not intended to defraud, hinder or delay other creditors; and that Grantors are not obligated upon any bond or other mortgage whereby any liens have been created or exist against the premises described in the Deed, except the Deed of Trust to Grantee.

In offering to execute the Deed to Grantee therein, and in executing the same, Grantors represent and warrant that they are not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentations by Grantee, or the agent or attorney of Grantee, and that it was the Grantors' intention to convey, and by the Deed did convey to Grantee therein all of Grantors' rights, title, and interest, absolutely, in and to the Property.

Grantors represent and warrant that there are no unpaid bills, invoices, or claims for labor, services, or work performed upon the Property or within the improvements upon the Property, or for materials, equipment, or supplies furnished or delivered to, or



201103290059

Skagit County Auditor

in connection with, the Property or improvements thereon; including, but not limited to, claims for brokerage fees or commissions, or architects, surveyors, or other professional fees which could result in the filing or imposition of a mechanic's, materialmen's, laborer's, or any other liens upon the Property.

Grantors represent and warrant that there are no covenants, agreements, liens, encumbrances, claims, easements, restrictions, or other matters affecting the Property, except the Approved Exceptions described in the attached Exhibit B and that Grantors are not in default with respect to any of their obligations or liabilities pertaining to the Property, which default would have a material adverse effect with respect to or arising in connection with the Property. Nor are there any facts or circumstances which, after notice or lapse of time (or both), would constitute or result in any such default, and that neither the Deed nor anything provided to be done, including without limitation the transfer of the Property, violates or shall violate any written or oral contract, agreement or instrument to which Grantors are a party or which affects the Property or any part thereof. Grantee's acceptance of the conveyance is conditioned upon there being no liens or adverse claims against the Property except as set forth in the Deed. The Grantors, and all persons having or acquiring any interest in the Property through or from her will, on demand, execute and deliver to Grantee any further assurances or information Grantee reasonably requires to further the purpose and intent of the transaction between the parties.

Grantors represent and warrant that, except for the Approved Exceptions, there are no leases, subleases, rental agreements, occupancies, or tenancies, sales or listing agreements, or other agreements of any kind or nature in effect pertaining to the Property, and that there are no oral agreements with any person or entity regarding the Property.

Grantors represent and warrant that during the time in which they have owned the Property, neither Grantors nor any third party has stored or disposed of on, under, or about the Property or transported to, from, or over the Property any Hazardous Materials as hereinafter defined. The term "Hazardous Materials" shall mean any toxic or hazardous substance, material, or waste, or any pollutant or contaminant or infectious or radioactive material; including, but not limited to, those substances, materials, or wastes regulated now or in the future under any federal, state, or local law, statute, rule, regulation, or ordinance for the protection of health or the environment.

Grantors represent and warrant that they have not been served with process in connection with any litigation, nor have they received notice of any administrative or other proceeding pending against or affecting the Property, or any portion thereof, and that no such litigation or proceeding has been threatened. Grantors represent and warrant they have satisfied in full their debts to all of her creditors with respect to the Property.



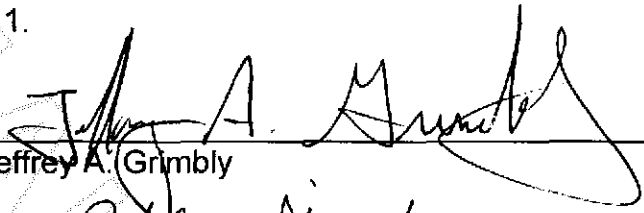
201103290059

Skagit County Auditor

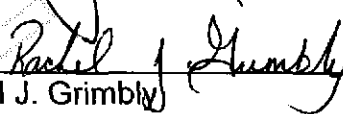
Grantors represent and warrant that the Property is in compliance with all covenants, conditions, restrictions, easements, permits, licenses, and similar matters affecting the Property, and the Property is in a good condition of maintenance and repair, that they have not committed waste on the Property, and the Grantors have disclosed to Grantee all material information with regard to the Property to which they have knowledge.

This affidavit is made for the protection and benefit of First American Title Company, which has been requested to insure the title to the Property in reliance thereon, and this affidavit shall bind the respective heirs, executors, administrators, personal representatives and assigns of the Affiants.

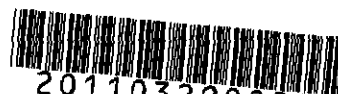
Dated this 28 day of March, 2011.



Jeffrey A. Grimbly



Rachel J. Grimbly



201103290059
Skagit County Auditor

3/29/2011 Page

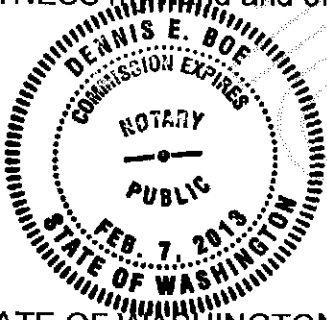
4 of


6 3:35PM

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Jeffrey A. Grimbly** is the person who appeared before me and acknowledged that he signed this instrument and that it is his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the 28 day of March, 2011.

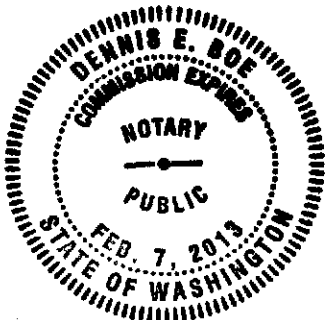


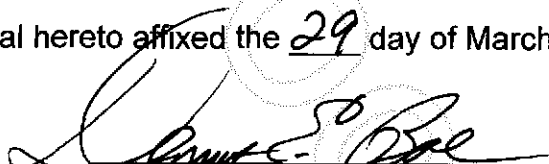

NOTARY PUBLIC
Printed Name: DENNIS E. BOE
My Appointment Expires: FEB 07, 2013

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Rachel J. Grimbly** is the person who appeared before me and acknowledged that she signed this instrument and that it is her free and voluntary act for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the 29 day of March, 2011.




NOTARY PUBLIC
Printed Name: DENNIS E. BOE
My Appointment Expires: FEB 07 2013



201103290059
Skagit County Auditor

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

Lot 3, "The Glade at Thomas Creek Long Card PL-05-0093", approved on August 15, 2006 and recorded on August 21, 2006 under Auditor's File No. 200608210099, together with an easement for ingress, egress and utilities as recorded under Auditor's File No. 200311120047 and as delineated on the face of "The Glade at Thomas Creek Long Card PL-05-0093".



201103290059
Skagit County Auditor

3/29/2011 Page

6 of

6 3:35PM