

AFTER RECORDING RETURN TO:

Fairhaven Legal Associates, P.S.
P.O. Box 526
Burlington, Washington 98233



201106010033
Skagit County Auditor

6/1/2011 Page 1 of 4 1:33PM

GRANTOR: Brian D. Hanson
GRANTEE: Columbia State Bank fka Summit Bank
LEGAL DESCRIPTION:
PTN, SW SE, 35-36-04
Situate in the County of Skagit, State of Washington.
ASSESSOR'S PROPERTY TAX: 360435-4-007-0008
PARCEL AND ACCOUNT NO.: P #50739
REFERENCE NOS. OF DOCUMENTS
ASSIGNED OR RELEASED: 200811250040

DEED IN LIEU OF FORECLOSURE

THE GRANTOR, Brian D. Hanson, whose address is P.O. Box 678, Sedro Woolley, WA 98284, conveys and conveys, warrants and quitclaims to Grantee Columbia State Bank fka Summit Bank, all interest in the following described real estate, situated in the county of Skagit, State of Washington:

(See Attached Legal Description Exhibit "A")

Situate in the County of Skagit, State of Washington.

More commonly known as: 22211 Grip Rd., Sedro Woolley, Washington, 98284.

This deed is an absolute conveyance of title and is not intended as a mortgage, trust conveyance, or security of any kind. This deed is executed and delivered by the Grantor in connection with the deed of trust executed by Grantor Brian D. Hanson, as his separate property, to Chicago Title and Escrow as Trustee, in favor of Columbia State Bank fka Summit Bank, as Beneficiary, and recorded on November 25, 2008 under Skagit County Auditor's file No. 200811250040, the beneficial interest being now held by Columbia State Bank fka Summit Bank. The consideration therefore is the full release of all debts and obligations heretofore existing on account of that certain mortgage on said premises, recorded under Auditor's file No. 200811250040, records of said County.

It is warranted and covenanted by the Grantor in executing this Deed in Lieu of Foreclosure and agreed by the Grantee in accepting the Deed as follows:

1. This deed is executed voluntarily by Grantor, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantor 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 applicable laws.
2. Grantor further warrants and represents that: (a) the Grantor has full power and authority to execute and deliver this Deed in Lieu; (b) this conveyance and assignment is freely and fairly made; and (c) Grantor is not rendered insolvent by this conveyance and assignment.
3. The Grantee by accepting and recording this deed does not intend a merger of its interest under that certain deed of trust referenced above with the fee title herein conveyed to take place, and it is the intention of the parties that the property described above shall remain subject to the lien of said deed of trust. Grantee retains the right to proceed with the foreclosure of the Deed of Trust, against the property in the event a foreclosure is required to clear title to the property of any existing or future encumbrances junior to the Deed of Trust.

DATED this 26th day of May, 2011.

11628
 SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

JUN 01 2011

Amount Paid \$ 0
 Skagit Co. Treasurer
 By MF Deputy

GRANTOR:

Brian D. Hanson
 Brian D. Hanson

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

On this day personally appeared before me Brian D. Hanson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of May, 2011.

BARBARA J. HANGER
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 DECEMBER 1, 2011

Barbara J. Hanger
 NOTARY PUBLIC for Washington.
 Residing at: Mount Vernon
 My Commission Expires: 12/1/11



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EXHIBIT "A"

PARCEL "A":

That portion of the West ½ of the Southwest ¼ of the Southeast ¼ of Section 35, Township 36 North, Range 4 East, W.M., lying Southerly of the Burlington Northern Railroad right-of-way (formerly the Northern Pacific right-of-way);

EXCEPT the West 330 feet of the South 264 feet thereof;

AND EXCEPT the South 150 feet of the East 135 feet of the West 465 feet thereof;

AND ALSO EXCEPT that portion described as beginning at the Northwest corner of that parcel conveyed to Stephen Garcia and Andrea Garcia by deed recorded under Auditor's file number 9802040059 records of Skagit County; thence North along the East line of that parcel conveyed to Kevin Hamilton by deed recorded under Auditor's file number 200505020212 records of Skagit County to the Northeast corner of said Hamilton parcel, said Northeast corner being a point 264 North of the South line of said section line; thence East for a distance of 149 feet parallel to the South line of said section; thence South to the North line of Gripp Road to a point being 14 feet East of the Southeast corner of said Garcia parcel; thence West along the North line of said Gripp Road to said Southeast corner of said Garcia parcel; thence North along the East line of said Garcia parcel to the Northeast corner thereof; thence West along the North line of said Garcia parcel for a distance of 135 feet more or less to the Northwest corner thereof and the true point of beginning.

AND ALSO EXCEPT the as-built Gripp County Road running along the South line thereof.

Situate in the County of Skagit, State of Washington.



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