

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

[Space Above This Line For Recording Data]

Exempt per WAC 458-61A-208 3 (a) 476286463

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that Kurt W. Iverson AND Mandy J. Iverson, as husband and wife

hereinafter called grantor, for \$ 1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto Wells Fargo Financial Washington 1, Inc.

whose address is 4143 121ST STREET, URBANDALE, IOWA 50323, and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Skagit, State of WASHINGTON, described as follows:

LOT 10, "PLAT OF ANKNEY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 23, 2001, UNDER AUDITOR'S FILE NO. 200108230090, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

Tax Parcel No:P118255, 4779-000-010-0000

AUG 2 3 2011

Amount Paid \$ \$\Phi\$
Skagit Co. Treasurer
By NF Deputy

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Property Address: 318 Longtime Lane, Sedro Woolley, WASHINGTON 98284

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of \$ 1.00 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on AUGUST 7, 2007 , by Kurt W. Iverson and Mandy J. Iverson, husband and wife

in favor of Wells Fargo Financial Washington 1, Inc. and recorded at Instrument No. 200708130153 real property records of Skagit C

County on AUGUST 13, 2007.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

See Estoppel Affidavit attached as Exhibit "A"

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176286463 2011 IN WITNESS WHEREOF, the grantor has executed this instrument on (Seal) - Grantor (Seal) - Grantor [Space Below This Line For Acknowledgment] State of Washington County of Skasi I certify that I know or have satisfactory evidence that Kurt W. Iverson and Mandy J. Iverson, as husband and wife is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the users and purposes mentioned in the instrument. (Seal or stan My appointment expires First American Loan

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First American Real Estate Solutions LLC FALPS# WAWFDEEDL-3 Rev. 03-29-10



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Exhibit A

ESTOPPEL AFFIDAVIT

STATE OF WASHINGTON

SS.

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COUNTY OF Skagit

Kurt W. Iverson AND Mandy J. Iverson, as husband and wife

, ("Grantor"), being first

duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to Wells Fargo Financial Washington 1, Inc.

20//_, conveying the following described property, to-wit: ("Grantee"), dated Sulla

LOT 10, "PLAT OF ANKNEY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 23, 2001, UNDER AUDITOR'S FILE NO. 200108230090, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Tax Parcel No.: P118255, 4779-000-010-0000

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That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Grantee and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to Grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Grantee;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was not other person or persons, firms or corporations, other than Grantee who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$ 1.00 , by Grantee and Grantee's agreement to forbear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by Kurt W. Iverson and Mandy J. Iverson, husband and wife

to Wells Fargo Financial Washington 1, Inc.

dated AUGUST 7, 2007 of Skagit

and recorded at Instrument No. 200708130153

County, State of WASHINGTON.

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, or the truth of the particular facts hereinabove set forth.

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WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVISE.

Dated: 8/8, 2011.	
AMURA	(Seal)
Kurt W. Iverson	- Grantor
Mary Dra	(Seal)
Mandy J. Iverson	- Grantor
Subscribed and sworn to before me this 8 day of Aucust	, 20_ N, by
Kurt W. Iverson and Mandy J. Iverson, as husband and wife	

NOTARY PUBLIC STATES

NOTARY JUBLIC

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