

AFTER RECORDING MAIL TO:

Company Name: RUTH RUHL, P.C.
Contact Name: Recording Department
Address: 2801 Woodside Street
City/State: Dallas, Texas 75204



201112080059
Skagit County Auditor

12/8/2011 Page 1 of 6 3:50PM

LAND TITLE OF SKAGIT COUNTY

140875-0

LOAN #: 0596443663

DOCUMENT TITLE: ESTOPPEL AFFIDAVIT

REFERENCE NUMBERS OF RELATED DOCUMENTS:

Book/Liber:

Page:

Instrument No.:

BETWEEN

GRANTOR(S):

1. William E. Smith
2. Michelle D. Smith
- 3.
- 4.

AND

GRANTEE: Nationstar Mortgage LLC

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

TRACT C-3, SKAGIT COUNTY SHORT PLAT NO. 41-85; PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.

Assessor's Property Tax Parcel/Account Number(s): P47413

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.

Loan No.: 0596443663
Investor No.: 4005065473

ESTOPPEL AFFIDAVIT

State of Washington §
County of Skagit §

THE UNDERSIGNED, William E. Smith and Michelle D. Smith, husband and wife
, ("Borrower")
after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on September 8th, 2006, for good and valuable consideration,
Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of
Homecomings Financial Network, Inc.

, ("Lender"),
in the original principal amount of \$400,000.00, together with interest thereon at the rate set forth in said instrument.
The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of
even date therewith being recorded on September 13th, 2006, under County Auditor's File No. 200609130164 in the
real estate records, in the Office or the Clerk and Recorder of Skagit County, Washington, which was assigned by
Assignment to Nationstar Mortgage LLC by an Assignment recorded on September 19th, 2011 under County
Auditor's File No. 201109190068, which was further assigned to Federal National Mortgage Association by an
Assignment recorded on September 27th, 2011 under County Auditor's File No. 201109270050.

Property more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 5076 Vaara Drive, Bow, Washington 98232

TAX ID: P47413

The Borrower is currently in default in the making of payments due on the Note and does not currently have the
financial capability of curing such default.

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain
Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the
Lender or its designee.



Loan No.: 0596443663
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3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance and unconditional sale of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from Land Title Company of Skagit County, effective date of November 8th, 2011 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.
4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Security Instrument, and from all security agreements, financing statements, and claims and demands with respect to the Property.
5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower.
6. That the Deed is intended to convey a marketable title free and clear of all liens or encumbrances, that the Lender intends to have the title to and condition of said premises examined before finally accepting said Deed; the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire.
7. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.
8. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.
9. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.
10. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.
11. That the undersigned upon request from the Lender, 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.



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2. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

DATED this 25th day of November 2011.

[Signature]
William E. Smith -Borrower

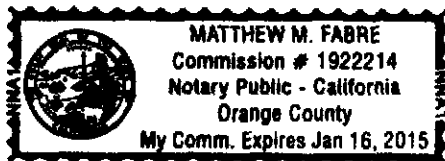
[Signature]
Michelle D. Smith -Borrower

-Borrower

-Borrower

The foregoing was subscribed and sworn to before me in the County of Orange, and State of California, this 25 day of November, 2011.

(Seal)



[Signature]
Notary Public, State of California
My Commission Expires: Jan 16, 2015



Schedule "A-1"

DESCRIPTION:

PARCEL "A":

Tract C-3 of Skagit County Short Plat No. 41-85, as approved January 17, 1986, and recorded January 20, 1986, in Volume 7 of Short Plats, page 70, under Auditor's File No. 8601200003, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 36 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for ingress, egress and utilities over the West 60 feet of Tract C-1 of Skagit County Short Plat No. 41-85, as approved January 17, 1986, and recorded January 20, 1986, in Volume 7 of Short Plats, page 70, under Auditor's File No. 8601200003, records of Skagit County, Washington, shown on said Short Plat as Vaara Drive.

Situate in the County of Skagit, State of Washington.



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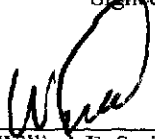
Loan No.: 0596443663
Investor No.: 4005065473

CONDITIONAL DELIVERY OF DEED (to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 25 day of November, 2011



William E. Smith

-Grantor



Michelle D. Smith

-Grantor

-Grantor

-Grantor

