

AFTER RECORDING RETURN TO:

Errol Hanson  
PO Box 508  
Sedro-Woolley, WA 98284



201201050072  
Skagit County Auditor

1/5/2012 Page

1 of 4 3:41PM

Abbrev. Leg. Ptn SE ¼ of SE ¼ of Sec. 30, T34N, R4E, WM  
Tax Acct No. 340429-4-014-0207/ P28760  
Grantor. Harman, Glenn M  
Grantee. Errol Hanson Funding, Inc.  
Ref. No. 200201240248

### DEED IN LIEU OF FORECLOSURE

THE GRANTOR, GLENN M. HARMAN, as his separate estate,

for and in consideration of the release of Grantor for certain liability set forth below,

conveys and warrants to GRANTEE, ERROL HANSON,

the following described real estate situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor(s) therein:

For description of real property, see EXHIBIT A, attached hereto and by this reference incorporated herein

TOGETHER WITH 1976 70x14 Lamplighter Mobile Home  
Located thereon.

This deed is given as an absolute conveyance, assignment and interest of all title or interest of the grantor(s) in the real and personal property described herein and is not intended as a mortgage, trust conveyance or security of any kind. It is the intention of grantors to convey to grantees all their right, title and interest in the property to the grantee. This deed is executed and delivered by the Grantor in connection with the deed of trust executed by Grantor, Glenn M. Harman, as his separate estate, to Land Title Insurance Company, as Trustee, in favor of Errol Hanson, as Beneficiary, and recorded January 24, 2002, under Auditor's File No. 20020124048, records of Skagit County, Washington.

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. The consideration for the execution of this Deed in Lieu consists of the release of the Grantor from any personal liability for repayment of the amount due to the Grantee under the promissory note dated January 24, 2002, outstanding as of the date hereof. Nothing shall be construed to release the Grantor(s) or any other party from any other obligations to the Grantee, including any other obligations that may also be secured by the Deed of Trust described above, or to preclude or otherwise prejudice the Grantee's right to proceed with a foreclosure action against the property or any other property secured by the Deed of Trust, provided that the Grantee shall not seek any deficiency judgment against the Grantor in such foreclosure. The consideration set forth above is equal to the fair market value of the property and includes the fair and reasonable value of the Grantor's interest in the property.

2. 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.

3. 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.

4. 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. Although the Grantee waives its right to pursue a personal judgment against the Grantor for the debt referenced in Paragraph 1, above, the 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 1/5/12, 20 12

Grantor:

  
Glenn M. Harm

Grantee:

  
Errol Hanson

HarmAnHansonDeed

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2012 27  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 05 2012

Amount Paid \$ ☒  
Skagit Co. Treasurer  
By WTF Deputy



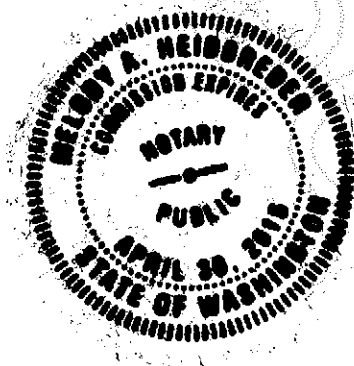
201201050072  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that GLENN M. HARMAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 1-5, 20 12

Melody A Heidebreder  
Typed/printed notary name Melody A Heidebreder  
Residing at Mt. Vernon  
My appointment expires 4-30-15



**EXHIBIT A**  
**Legal Description**

PARCEL "A":

Tract "C" of Skagit County Short Plat No. 39-83, approved November 14, 1983 and recorded November 14, 1983, under Auditor's File No. 8311140026, in Volume 6 of Short Plats, pages 97 and 98, records of Skagit County, Washington; being a portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across an existing private road of varying widths, as delineated on the face of the Short Plat, over and across a portion of Tract "D" of said Short Plat, which adjoins the Northwesternly line of said Tract "C", and more particularly described in instrument recorded July 10, 1998, under Auditor's File No. 9807100116.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Tract "D" of Skagit County Short Plat No. 39-83, approved November 14, 1983 and recorded November 14, 1983, under Auditor's File No. 8311140026 in Volume 6 of Short Plats, pages 97 and 98, records of Skagit County, Washington; being a portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of Tract "C" of said Short Plat;  
thence West along the North line thereof, 660 feet;  
thence North parallel to the East boundary of Tract "D" of said Short Plat, 150 feet;  
thence East parallel to the North line of said Tract "C" to the East line of said Tract "D";  
thence South to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across an existing private road of varying widths, as delineated on the face of the Short Plat, over and across the remaining portion of Tract "D", which adjoins the West line and a portion of the North line of the above described portion of said Tract "D".

Situate in the County of Skagit, State of Washington.

