

FILED FOR RECORD AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Skagit State Bank
301 Fairhaven Avenue
P. O. Box 285
Burlington, WA 98233



201203210072

Skagit County Auditor

3/21/2012 Page 1 of 6 1:31PM

NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE

Reference No. 200810280077 (Deed of Trust)
Grantor (s): JOHN R. TJERSLAND and REBECCA L. TJERSLAND,
husband and wife
Grantee (s): SKAGIT STATE BANK
Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):
Abbreviated Legal: Lot 8, Blk 11, Riverside Add. To Mt. Vernon
Additional Legal on page(s): 1
Assessor's Tax Parcel No.: P54209/3755-011-008-0000

THE GRANTORS, JOHN R. TJERSLAND and REBECCA L. TJERSLAND, husband and wife ("Grantors"), for and in consideration of Grantee's agreement not to foreclose on that certain Deed of Trust described below, convey and warrant to SKAGIT STATE BANK ("Grantee"), the following described real estate situated in the County of Skagit, State of Washington:

Lot 8, Block 11, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," as per plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Deed of Trust recorded under Skagit County Auditor's File No. 200810280077, with the fee title herein conveyed to take place, and it is the intention of the parties that the property above-described shall remain subject to the lien of said Deed of Trust.

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - PAGE 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2012743

MAR 21 2012

Amount Paid \$
Skagit Co. Treasurer
By *MAM* Deputy

which lien shall remain a lien upon the property. All indebtedness secured by said Deed of Trust shall remain in full force and effect. This deed shall not operate to preclude the Grantee from proceeding in any action to enforce its deed of trust.

Grantor declares that this conveyance is freely and fairly made, that this is an absolute conveyance (and not a conveyance for security purposes), and that there are no agreements, oral or written, between Grantor and Grantee with respect to the real property described herein to this Warranty Deed, except for that certain unrecorded Forbearance Agreement dated as of August 9, 2011, by and between Grantor and Grantee.

Dated August 9, 2011.

GRANTORS:

By: 
JOHN R. TJERSLAND

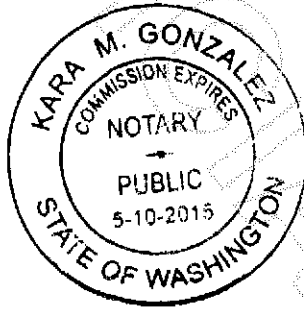
By: 
REBECCA L. TJERSLAND



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOHN R. TJERSLAND 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 the instrument.

Dated: 8/17, 2011

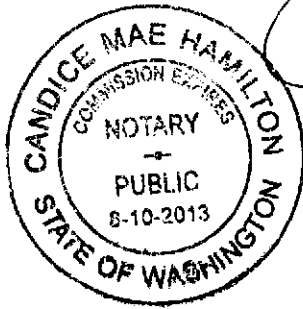


Kara M. Gonzalez
(Signature)
NOTARY PUBLIC
Kara M. Gonzalez
Print Name of Notary
My appointment expires: 5-10-15

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that REBECCA L. TJERSLAND is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 08/16, 2011



Candice Mae Hamilton
(Signature)
NOTARY PUBLIC
Candice Mae Hamilton
Print Name of Notary
My appointment expires: 08/10/2013

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE – PAGE 3



BORROWERS' AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

JOHN R. TJERSLAND and REBECCA L. TJERSLAND, ("Borrowers"), being duly sworn, depose and say on behalf of the Borrowers:

1. We are the persons who made, executed and delivered that certain warranty deed to Skagit State Bank (the "Lender"), dated August 9, 2011, conveying the following described real property (the "Premises"):

Lot 8, Block 11, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," as per plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

2. That the aforesaid warranty deed is intended to be and is an absolute conveyance of the title to the Premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the affiants and Borrowers as grantors in said grant deed to convey, and by said warranty deed John R. Tjersland and Rebecca L. Tjersland, husband and wife, did convey to the grantee therein, all of their right, title and interest absolutely in and to the Premises; that possession of the Premises has been surrendered to the grantee;

3. That in the execution and delivery of said warranty deed, neither affiants nor Borrowers were acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

4. That affiants believed and now believe that the consideration for said warranty deed represents the fair value of the Premises;

5. That there are no unrecorded interests in the Premises of any kind;

6. That there are no outstanding bankruptcies against or involving Borrowers;

7. This affidavit is made for the protection and benefit of the grantee in said warranty deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Premises, and particularly for the benefit of Land Title Insurance Company of Skagit County, which has insured the title to the Premises in reliance thereon, and any other title company which may hereafter insure the title to the Premises;



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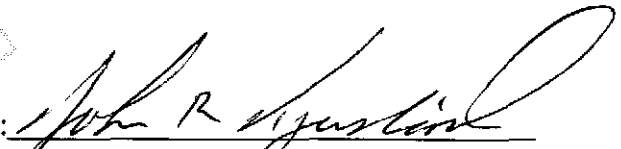
8. That the Borrowers understand and agree that before acceptance of the warranty deed by the Lender, title to the Premises must be acceptable to Lender and the Premises must be vacant. Borrowers agree that Lender shall have the right to refuse to accept tender of the warranty deed until such time as Lender records the warranty deed. Actual recording of the warranty deed is the only act which shall constitute acceptance of the warranty deed, and

9. That the affiants 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.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated and signed this 9th day of August, 2011 in Skagit County, Washington.

BORROWERS:

By: 
JOHN R. TJERSLAND

By: 
REBECCA L. TJERSLAND

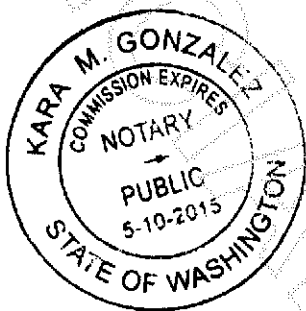


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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOHN R. TJERSLAND 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 the instrument.

Dated: 8/17, 2011.

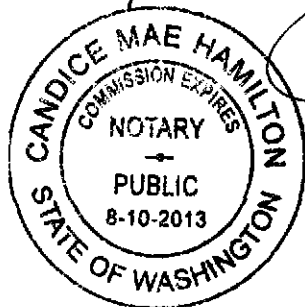


Kara M. Gonzalez
(Signature)
NOTARY PUBLIC
Kara M. Gonzalez
Print Name of Notary
My appointment expires: 5-10-15

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that REBECCA L. TJERSLAND is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 08/16, 2011.



Candice Mae Hamilton
(Signature)
NOTARY PUBLIC
CANDICE MAE HAMILTON
Print Name of Notary
My appointment expires: 08/10/2013



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Skagit County Auditor