



201306250106

Skagit County Auditor \$76.00
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After Recording Return To:

STOKES LAWRENCE, P.S.
Attention: Thomas A. Lerner
1420 Fifth Avenue, Suite 3000
Seattle, WA 98101-2393

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2013 2438
JUN 25 2013

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

Document Title: Deed in Lieu of Foreclosure Without Merger

Reference Number(s) of Documents Assigned or Released: 200901120105

Grantor(s): (1) SITTON, DANIEL RAY
(2) SITTON, JACKIE LEE

Grantee(s): Columbia State Bank

Abbreviated Legal Description: Ptn. NW 1/4 NW 1/4 S24, T35N, R4E, W.M.
Complete legal description is on page 2 of document.

Assessor's Property Tax Parcel/Account Number(s): P37409

DEED IN LIEU OF FORECLOSURE WITHOUT MERGER

For good, valuable and adequate consideration hereinafter set forth, receipt of which is hereby acknowledged, DANIEL RAY SITTON and JACKIE LEE SITTON, husband and wife (collectively, "Grantor") does hereby convey and grant to COLUMBIA STATE BANK, as successor in interest to the Federal Deposit Insurance Corporation as receiver for Summit Bank ("Grantee"), the following described real property situated in the County of Skagit, State of Washington:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., described as follows;

Commencing at a point on the West line of said Northwest 1/4 of the Northwest 1/4, 50 feet South of the Northwest corner of said Section 24, said point being on the South line of the abandoned right-of-way of the Puget Sound and Baker River Railroad; thence East along the South line of said right-of-way, a distance of 150.00 feet to the point of beginning of this description; thence South parallel

with the West line of said Section 24, a distance of 140.00 feet; thence East parallel with the North line of said Section 24, a distance of 110.00 feet; thence North parallel with the West line of said Section 24, a distance of 140.00 feet to the South line of said right-of-way of the Puget Sound and Baker River Railroad; thence West on said right-of-way line a distance of 110.00 feet to the point of beginning of this description.

It is covenanted by Grantor and by Grantee in accepting this Deed as follows:

1. In consideration for the execution of this Deed, Grantor shall limit its recourse to enforcement against the real property described herein with regard to that certain Promissory Note dated December 29, 2008, as amended, in the original amount of \$118,067.40, secured by that certain Deed of Trust executed by Grantor, dated December 29, 2008, recorded on January 12, 2009, under Skagit County Auditor's Recording No. 200901120105, records of Skagit County, Washington.

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 other applicable laws.

3. This Deed is not given as security for the payment of monies or indebtedness, or as security of any kind or nature; and there is no other agreement other than the Agreement referred to herein, understanding or writing between the parties herein, understanding or writing between the parties hereto or any other person, relative to the reconveyance of the above described property; there is no sale or conveyance of the property to anyone else for the benefit of the Grantor, nor is there any division of the proceeds realized from the property by sale or otherwise.

4. Actual possession of the property herein conveyed has been surrendered and delivered to Grantee, subject to the rights of tenants in possession. Grantor intends by this Deed to vest absolute and unconditional title to said property to Grantee, and forever estop and bar Grantor, and all its successors in interest, from having or claiming any right, title, or interest of any nature whatsoever either in law or in equity, or in possession or in expectancy in and to the property or any part hereof. In this regard, and in reliance on the Deed and all other Grantor's warranties and representations made herein, Grantee shall be entitled to exercise and enjoy all the rights, responsibilities, powers and privileges of fee simple ownership on the property, including, without limitation, maintaining and improving the property as Grantee deems appropriate; selling the property at such time and on such terms, as Grantee deems appropriate; paying taxes and assessments levied against the property; and otherwise acting with respect to the property consistent with quiet enjoyment and ownership thereof by Grantee.

5. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.



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6. By accepting this conveyance, Grantee does not intend its interest in the Deed of Trust to merge into the interest conveyed hereby and the Deed of Trust, together with the obligations secured thereby, shall remain in full force and effect notwithstanding the granting of this Deed.

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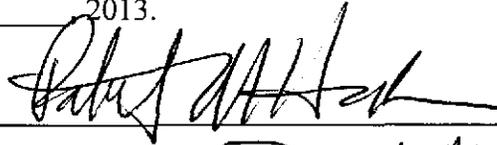
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JACKIE LEE SITTON 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: April 3 2013.



[PRINT NAME] Patrick M Hayden

NOTARY PUBLIC for the State of Washington,
residing at Sedro-Woolley

My appointment expires: 4.27.13

