

**Skagit County Auditor** 

\$74.00

9/11/2013 Page

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3:51PM

After Recording Return To:

Patrick M. Hayden Attorney at Law P.O. Box 454 Sedro Woolley, WA 98284 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2013 3714 SFP 1 1 2013

> Amount Paid \$ Skagit Co. Treasurer Deputy

Document Title:

Deed in Lieu of Foreclosure

Reference Number(s) of

Documents Assigned or Released:

AF#200707110121

Grantor(s):

Concrete Business Park, LLC

Grantee(s):

Lawrence E. Bates and Leslie Bates

and Sherry Cobbin

Abbreviated Legal Description:

Lot 4 of SP 00-0085

Complete legal description is on page 2 of document.

Assessor's Property Tax

Parcel/Account Number(s):

P117208 / 350710-0-002-0300

## DEED IN LIEU OF FORECLOSURE WITHOUT MERGER

For good, valuable and adequate consideration hereinafter set forth, receipt of which is hereby acknowledged, CONCRETE BUSINESS PARK, LLC, a Washington State limited liability company (COLLECTIVELY, "Grantor") does hereby convey and grant to LAWRENCE E. BATES and LESLIE BATES, husband and wife, and SHERRY COBBIN, as her separate property, as their interests appear ("Grantee"), the following described real property situated in the County of Skagit, State of Washington:

Lot 4 of SKAGIT COUNTY SHORT PLAT NO. 00-0085, approved September 12, 2000, and recorded September 13, 2000, under Auditor's File No. 20009130102, being a portion of the Southeast Quarter of the Southeast Quarter and a portion of the Northeast Quarter of the Southeast Quarter in Section 10, Township 35 North, Range 7 East of the Willamette Meridian.

Situated in the County of Skagit, State of Washington.

ROBERT K. COBBIN is deceased, and by recording this, Sherry Cobbin represents that she is heir to his estate as his surviving spouse.

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 July 10, 2007, in the original amount of \$200,000.00, secured by that certain Deed of Trust executed by Grantor, dated July 10, 2007, recorded on July 11, 2007, under Skagit County Auditor's Recording No. 200707110121, 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 referenced herein, understanding or writing between there 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 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 other 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; 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.
- 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.

CONCRETE BUSINESS PARK, LLC a Washington limited liability company:

Darlene Hanson, Managing Member

STATE OF WASHINGTON

**COUNTY OF SKAGIT** 

I certify that I know or have satisfactory evidence that DARLENE HANSON, Managing Member of CONCRETE BUSINESS PARK. LLC, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her / the LLC's free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 25

, 2013.

Print Name:

NOTARY PUBLIC in and for the State of

Washington, residing at Sedvo

My appointment expires:

4.27.