

After Recording Return To:

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



201409110039

Skagit County Auditor

\$75.00

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Document Title:

DEED IN LIEU OF FORECLOSURE WITHOUT  
MERGER

Reference Number(s) of

Documents Assigned or Released: 200805300084

Grantor(s):

JASON EVERETT

Grantee(s):

COLUMBIA STATE BANK

Legal Description:

That portion of Tract "A", "ASHLEY'S VALLEY VIEW  
TERRACE ADDITION TO SKAGIT COUNTY,  
WASHINGTON," as per plat recorded in Volume 7 of  
Plats, page 43, records of Skagit County, Washington, lying  
Westerly of the following described line:

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

2014 3353  
SEP 11 2014

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

Beginning at the Southwest corner of Tract 13 in said  
Addition; thence North 0°10'16" West to the North line of  
said Tract "A" and the terminal point of said line, EXCEPT  
from the above described tract that portion thereof  
described as follows: Beginning at the Northeast corner of  
Tract 12 of said "ASHLEY'S VALLEY VIEW TERRACE  
ADDITION TO SKAGIT COUNTY, WASHINGTON,"  
thence Northerly along the Westerly line of the County  
road known as Valley View Drive, a distance of 24 feet;  
thence South 89°54'56" West 145 feet, more or less, to a  
point that is North 0°10'16" West 24 feet from the  
Northwest corner of said Tract 12; thence South 0°10'16"  
East 24 feet to the Northwest corner of said Tract 12;  
thence North 89°54'56" East along the North line of said  
Tract 12 to the point of beginning.

Situate in the County of Skagit, State of Washington.

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

3859-000-015-0009  
P61894

## DEED IN LIEU OF FORECLOSURE WITHOUT MERGER

For good, valuable and adequate consideration hereinafter set forth, receipt of which is hereby acknowledged, Jason Everett ("Grantor") does hereby convey and grant to Columbia State Bank ("Grantee"), the following described real property situated in Mount Vernon, State of Washington:

That portion of Tract "A", "ASHLEY'S VALLEY VIEW TERRACE ADDITION TO SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 7 of Plats, page 43, records of Skagit County, Washington, lying Westerly of the following described line:

Beginning at the Southwest corner of Tract 13 in said Addition; thence North 0°10'16" West to the North line of said Tract "A" and the terminal point of said line, EXCEPT from the above described tract that portion thereof described as follows: Beginning at the Northeast corner of Tract 12 of said "ASHLEY'S VALLEY VIEW TERRACE ADDITION TO SKAGIT COUNTY, WASHINGTON," thence Northerly along the Westerly line of the County road known as Valley View Drive, a distance of 24 feet; thence South 89°54'56" West 145 feet, more or less, to a point that is North 0°10'16" West 24 feet from the Northwest corner of said Tract 12; thence South 0°10'16" East 24 feet to the Northwest corner of said Tract 12; thence North 89°54'56" East along the North line of said Tract 12 to the point of beginning.

Situate in the County of Skagit, State of Washington.

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 credit the Grantor with the Net Sales Proceeds from the subsequent sale of the subject property against the indebtedness owed by Grantor to Grantee arising from that certain Promissory Note dated May 29, 2008, in the original amount of \$379,603.00, secured by that certain Deed of Trust executed by Grantor, dated May 29, 2008, recorded on May 30, 2008, under Skagit County Auditor's Recording No. 200805300084, records of Skagit County, Washington. If the Net Sales Proceeds are received after entry of judgment in favor of Grantee and against Grantor in *Columbia State Bank v. Jason Everett, et al. Case No.: 13-2-00207-1*, then the Net Sales Proceeds shall also be credited against the unpaid judgment amount, but shall in no event result in any requirement that any payment be made to Mr. Everett by the Bank. For purposes of this agreement, "Net Sales Proceeds" shall mean the net cash due to the seller and actually received by the Bank, after deducting title, escrow, excise tax, broker commissions and property taxes owing or which have been paid by the Bank prior to the sales, and any other ordinary and customary closing costs.



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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.

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.

[SIGNATURE ON FOLLOWING PAGE]



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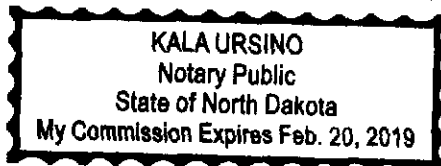
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9/2/14  
Jason Everett

North Dakota  
STATE OF ~~WASHINGTON~~ KU )  
 ) ss.  
COUNTY OF Williams )

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

DATED: February 14, 2014.



Kala Ursino  
[PRINT NAME] Kala Ursino

NOTARY PUBLIC for the State of North Dakota  
residing at Washington, KU  
Williams County

My appointment expires: Feb 20, 2019



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