

Skagit County Auditor 4/28/2015 Page

\$75.00 1 of 4 9:01AM

WHEN RECORDED MALL TO: STEWART FITLE COMPANY CENTRALIZED TITLE SERVICES 601 CANYON DRIVE COPPELL, TX 75019

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2015/394 APR 28 2015

Loan No. 878980

Space Above This Line For Rounding wish

Exempt per WAC 458-61A-208 3-(a)

Skagit Co. Treasurer

By Deputy

Land Title and Escrow

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that SHERYL J. BLANKENSHIP, AN UNMARRIED WOMAN hereinafter called grantor, for \$170,706.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY whose address is 350 HIGHLAND DR, LEWISVILLE, TX 75067 and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of SKAGIT, State of Washington, described as follows:

LOT 15, "PARTINGTON PLACE, DIVISION 1," AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 186 THROUGH 190, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PROPERTY ADDRESS: 413 SOUTH 27TH STREET, MOUNT VERNON, WA 98274

TAX PARCEL NO: 4560-000-015-0004

P100362

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be imapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made. See Estoppel Affidavit attached as Exhibit "A"

The true and actual consideration for this transfer consists of \$170,706.00 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on 2/19/2009, by grantor in favor of BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION and recorded as Instrument No. 200902240004, of the real property records of SKAGIT County, Washington on 2/24/2009. Said mortgage assigned to CHAMPION MORRTGAGE COMPANY, by an assignment recorded 11/30/2012 as Instrument No. 2012113000333.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

INWINESS WHEREOF, the grantor has executed this instrument this 21 day of April , 20/5.

SHERY I BLANKENSHIP

STATE OF WASHINGTON

) SS.

COUNTY OF KITSAP

I certify that I know or have satisfactory evidence that SHERYL J. BLANKENSHIP, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the users and purposes mentioned in the instrument.

Dated:_

(seal/stamp)

minn_a

STATE ON WASHINGTONIAN

ON BY/R

Y, A

Notary Public

My Appointment Expires:_

PREPARED BY/REVIEWED BY: JACK KOZAK, ATTORNEY AT LAW 1002 TIMBERCREEK DRIVE **ALLEN, TX 75002**

Exhibit "A" ESTOPPEL AFFIDAVIT

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| 22/ |
|) |
|)ss. |

SHERYL J. BLANKENSHIP, AN UNMARRIED WOMAN ("Grantor"), being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY ("Grantee"), dated this 2/day of 20/5, conveying the following described property, to-wit:

LOT 15, "PARTINGTON PLACE, DIVISION 1," AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 186 THROUGH 190, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PROPERTY ADDRESS: 413 SOUTH 27TH STREET MOUNT VERNON, WA 98274

TAX PARCEL NO: 4560-000-015-0004

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said deed to convey, and by said deed affiant did convey to NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY.

That in the execution and delivery of said deed affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress.

That aforesaid deed was not given as a preference against any other creditors of the deponent, that at the time it was given there was no other person or persons, firms or corporations, other than SHERYL J. BLANKENSHIP, AN UNMARRIED WOMAN, and NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, who have an interest, either directly, or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiant of the sum of \$170,706.00 by NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY and its agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by SHERYL J. BLANKENSHIP, AN UNMARRIED WOMAN AS HER SEPARATE ESTATE to BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, dated 2/19/2009, recorded on 2/24/2009 at Instrument No. 200902240004, of the real property records of SKAGIT County, State of Washington. Said mortgage assigned to CHAMPION MORRYGAGE COMPANY, by an assignment recorded 11/30/2012 as Instrument No. 2012113000333. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore presents the fair value of the property so decided, or more.

This affidavit is made for the protection and benefit of NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

The affiant 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 (WE) UNDERSTAND THAT I (WE) HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I (WE) HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE. 21-,2015. Dated: SHERY J. BLANKENSHIP STATE OF WASHINGTON) SS. COUNTY OF KITSAP Signed and sworn to (or affirmed) before me on 4-21-2015 by SHERYL J. BLANKENSHIP. (seal/stamp) Notary Public My Appointment Expires:____