

Return Address:



201601060057

Skagit County Auditor

\$84.00

1/6/2016 Page

1 of

12

2:13PM

Document Title:

Deed

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page __.

1) Albaro Y. DeLeon

2) Cindy Lee DeLeon

Grantee(s):

☐ additional grantor names on page __.

1) REO Acquisition Vehicle LLC

2)

Abbreviated Legal Description:

☐ full legal on page(s) __.

Lot 1 SP 34-89 36/35/03

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page __.

P 35436

AFTER RECORDING RETURN TO:
Nations Default Services, Inc.
10985 Cody Street, Suite 200
Overland Park, KS 66210

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

201628
JAN 06 2016

Amount Paid \$0
Skagit Co. Treasurer
By *mm* Deputy

Commitment Number: 08029WA15

This instrument prepared by: Jay A. Rosenberg, Rosenberg LPA, Washington State Bar Number 50102; 3805
Edwards Road, Suite 550, Cincinnati, Ohio 45209.

Mail Tax Statements To:

REO Acquisition Vehicle LLC

4708 Mercantile Drive, Fort Worth, TX 76137.

LEGAL DESCRIPTION:

WASHINGTON, COUNTY OF SKAGIT, CITY OF BURLINGTON, AND DESCRIBED AS
FOLLOWS:

DELEON PARCEL

LOT 1, SHORT PLAT NO. 34-89, APPROVED SEPTEMBER 6, 1989, RECORDED SEPTEMBER 13, 1989 IN BOOK 8
OF SHORT PLATS, PAGE 155, UNDER AUDITOR'S FILE NO. 8900130027 AND BEING A PORTION OF THE
SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M.

TOGETHER WITH PARCELS A AND B DESCRIBED BELOW

PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT, THENCE WEST ALONG THE
SOUTH LINE OF SAID LOT 2 FOR A DISTANCE OF 15 FEET; THENCE NORTH PARALLEL TO THE WEST LINE
OF SAID LOT 1 FOR A DISTANCE OF 160.00 FEET TO A POINT NORTH 89°05'49" WEST OF THE NORTHWEST
CORNER OF SAID LOT 1; SAID POINT BEING HEREINAFTER REFERRED TO AS POINT X; THENCE SOUTH
89°05'49" EAST 15 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH
ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE NORTH 89°05'49" WEST FOR A
DISTANCE OF 15 FEET TO POINT X; THENCE NORTH PARALLEL TO THE WEST LINE OF LOT 1 EXTENDED
NORTH FOR A DISTANCE OF 26 FEET; THENCE SOUTH 89°05'49" EAST FOR A DISTANCE OF 115 FEET MORE
OR LESS TO THE EAST LINE OF SAID LOT 2 TO A POINT 26 FEET NORTH OF THE NORTHEAST CORNER OF
SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2 FOR A DISTANCE OF 26 FEET TO THE
NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE
POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL/APN NUMBER: P35436

DEED IN LIEU OF FORECLOSURE

Exempt: 458-61A-208 3 (a)

Property Address: 17749 Peterson Rd., Burlington, WA 98233

KNOWN ALL MEN BY THESE PRESENTS, that Albaro Y. Deleon and Cindy Lee Deleon, a married couple, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto REO Acquisition Vehicle LLC, whose tax mailing address is 4708 Mercantile Drive, Fort Worth, TX 76137, hereinafter called GRANTEE, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in Skagit County, Washington, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in Instrument #200110260089 and #200803250057.

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.

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.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST
Grantor represents, warrants, covenants, and agrees as follows:

- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included 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.

Property Address: 17749 Peterson Rd., Burlington, WA 98233

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

- (a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to REO Acquisition Vehicle LLC without offset, defense, or counterclaim;
- (b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;
- (c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

EXHIBIT A (LEGAL DESCRIPTION)

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF BURLINGTON, AND DESCRIBED AS FOLLOWS:

DELEON PARCEL

LOT 1, SHORT PLAT NO. 34-89, APPROVED SEPTEMBER 6, 1989, RECORDED SEPTEMBER 13, 1989 IN BOOK 8 OF SHORT PLATS, PAGE 155, UNDER AUDITOR'S FILE NO. 8909130027 AND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

TOGETHER WITH PARCELS A AND B DESCRIBED BELOW

PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2 FOR A DISTANCE OF 15 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 160.00 FEET TO A POINT NORTH 89°05'49" WEST OF THE NORTHWEST CORNER OF SAID LOT 1; SAID POINT BEING HERINAFTER REFERRED TO AS POINT X; THENCE SOUTH 89°05'49" EAST 15 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE NORTH 89°05'49" WEST FOR A DISTANCE OF 15 FEET TO POINT X; THENCE NORTH PARALLEL TO THE WEST LINE OF LOT 1 EXTENDED NORTH FOR A DISTANCE OF 26 FEET; THENCE SOUTH 89°05'49" EAST FOR A DISTANCE OF 115 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 2 TO A POINT 26 FEET NORTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2 FOR A DISTANCE OF 26 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

COMMONLY known as: 17749 Peterson Rd., Burlington, WA 98233
Assessor's Parcel Number: 350336-4-005-0300

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF WA
COUNTY OF SKAGIT

Albaro Y. Deleon and Cindy Lee Deleon, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **REO Acquisition Vehicle LLC**, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **REO Acquisition Vehicle LLC**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **REO Acquisition Vehicle LLC**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **REO Acquisition Vehicle LLC**;

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

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **REO Acquisition Vehicle LLC**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are 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 affiants of the sum of \$1.00 by **REO Acquisition Vehicle LLC**, agreement to forebear taking any action against affiants 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 affiants in such foreclosure action. The mortgage referred to herein as described as follows:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **REO Acquisition Vehicle LLC**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.


Property Address: 17749 Peterson Rd., Burlington, WA 98233

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Nations Lending Services, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them 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.


WITNESS the hand of said Grantor this 7th day of December, 2015.

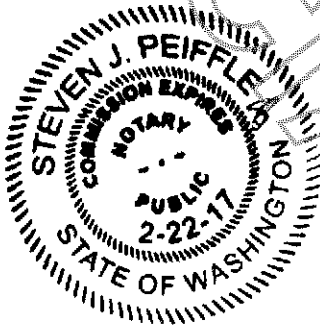

Alvaro Y. Deleon


Cindy Lee Deleon

STATE OF WA
COUNTY OF Snohomish

The foregoing instrument was acknowledged before me on 12/7, 2015 by Alvaro Y. Deleon and Cindy Lee Deleon who are personally known to me or have produced _____ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

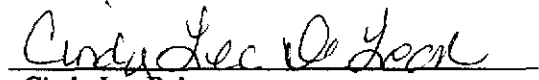

Notary Public



I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 12/7/15


Albaro Y. Deleon


Cindy Lee Deleon

STATE OF WA
COUNTY OF Snohomish

The foregoing instrument was acknowledged before me on 12/7, 2015 by Albaro Y. Deleon and Cindy Lee Deleon who are personally known to me or have produced _____ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

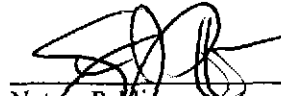

Notary Public



EXHIBIT A (LEGAL DESCRIPTION)

SITUATED IN THE STATE OF
WASHINGTON, COUNTY OF SKAGIT, CITY OF BURLINGTON, AND DESCRIBED AS
FOLLOWS:

DELEON PARCEL

LOT 1, SHORT PLAT NO. 34-89, APPROVED SEPTEMBER 6, 1989, RECORDED SEPTEMBER 13, 1989 IN BOOK 8
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CORNER OF SAID LOT 1; SAID POINT BEING HEREINAFTER REFERRED TO AS POINT X; THENCE SOUTH
89°05'49" EAST 15 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH
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PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE NORTH 89°05'49" WEST FOR A
DISTANCE OF 15 FEET TO POINT X; THENCE NORTH PARALLEL TO THE WEST LINE OF LOT 1 EXTENDED
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OR LESS TO THE EAST LINE OF SAID LOT 2 TO A POINT 26 FEET NORTH OF THE NORTHEAST CORNER OF
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POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.


COMMONLY known as: 17749 Peterson Rd., Burlington, WA 98233
Assessor's Parcel Number: 350336-4-005-0300


GRANTOR(S) AFFIDAVIT

State of WA
County of Snohomish

Albaro Y. Deleon and Cindy Lee Deleon, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.


Albaro Y. Deleon


Cindy Lee Deleon

STATE OF WA
COUNTY OF Snohomish

The foregoing instrument was acknowledged before me on 12/7, 2015 by **Albaro Y. Deleon** and **Cindy Lee Deleon** who are personally known to me or have produced _____ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.


Notary Public



EXHIBIT C
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

deed of trust to secure an original principal indebtedness of **\$188,975.00**, and any other amounts or obligations secured thereby, recorded **FEBRUARY 16, 2010** as instrument no. **201002160173** of Official Records.

Dated: **JANUARY 25, 2010**
Trustor: **ALBARO Y. DELEON AND CINDY LEE DELEON HUSBAND AND WIFE**
Trustee: **DAVID A. NEAL**
Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS
NOMINEE FOR FIRST GUARANTY MORTGAGE CORPORATION**