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Skagit County Auditor

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5/18/2016 Page

1 of

15 11:40AM

Please print neatly or type information

**Document Title(s)**

DEED IN LIEU OF FORECLOSURE

CHICAGO TITLE

620026364

**Reference Number(s) of related documents:**

~~20080827004~~

200808270004

Additional Reference #'s on page \_\_\_\_

**Grantor(s)** (Last name, First name and Middle Initial)

CRAIG A MYRTLE AND MARY JO MYRTLE

Additional grantors on page \_\_\_\_

**Grantee(s)** (Last name, First name and Middle Initial)  
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust  
not in its individual capacity, but solely as trustee for RMAC  
Trust, Series 2015-5T

Additional grantees on page \_\_\_\_

**Legal Description:** (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)  
Lot 9, EXCEPT the West 10 feet thereof, and all of lot 10,  
Block 17, Plat of the Town of SEDRO

Additional legal is on page \_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

4149-017-010-0006

Additional parcel #'s on page \_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Melody Devosett for Kelli Richter  
Signature of Requesting Party

Commitment Number: 620026364-160033886

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:

**Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**

500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801.

20141958  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

After Recording Mail/Return To:

ServiceLink, A Black Knight Financial Services Company  
10385 Westmoor Drive, Suite 200, Westminster, CO 80021

MAY 18 2016

Amount Paid \$ 0  
Skagit Co. Treasurer  
By 108 Deputy

## DEED IN LIEU OF FORECLOSURE

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

KNOWN ALL MEN BY THESE PRESENTS, that **Craig A. Myrtle, who acquired title as Criag A. Myrtle and Mary Jo Myrtle**, a married couple, whose mailing address is **1550 W Ashlan Ave., #114, Fresno, CA 93705**, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, whose tax mailing address is **500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801**, 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**

Property Address: 739 Jameson St., Sedro Woolley, WA 98284

This being the identical property conveyed to the GRANTOR herein by Deed recorded in  
**200312080159**

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: 739 Jameson St., Sedro Woolley, WA 98284

**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 Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T 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.**

WITNESS the hand of said Grantor this 7 day of March, 2016.

Craig A. Myrtle who acquired title as  
Craig A. Myrtle, who acquired title Craig A. Myrtle  
as Craig A. Myrtle Craig A. Myrtle

Mary Jo Myrtle  
Mary Jo Myrtle

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016 by **Craig A. Myrtle, who acquired title as Craig A. Myrtle** and **Mary Jo Myrtle** 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

## ALL - PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

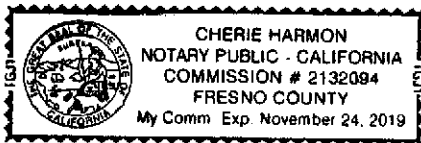
State of California  
County of Fresno

On March 7, 2016 before me, Cherie Harmon, Notary Public, personally appeared,

**CRAIG A. MYRTLE, who acquired title as Criag A. Myrtle and MARY JO MYRTLE**  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in  
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



*Cherie Harmon*  
Cherie Harmon, Notary Public # 2132094  
Commission Expires: November 24 2019

### OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement  
to an unauthorized document.

#### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL(S)  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

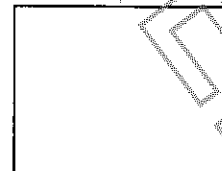
#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

RIGHT  
THUMBPRINT  
OF SIGNER



**EXHIBIT A (LEGAL DESCRIPTION)**

**Lot 9, EXCEPT the West 10 feet thereof, and all of Lot 10, Block 17, PLAT OF THE TOWN OF SEDRO, according to the Plat thereof recorded in Volume 1 of Plats, Page 17, records of Skagit County, Washington. Situated in Skagit County, Washington**

**COMMONLY known as: 739 Jameson St., Sedro Woolley, WA 98284**

**Assessor's Parcel Number: P75481 / 4149-017-010-0006**

EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF California  
COUNTY OF Fresno

**Craig A. Myrtle, who acquired title as Criag A. Myrtle and Mary Jo Myrtle**, 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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, 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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, 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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**:

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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have

Property Address: 739 Jameson St., Sedro Woolley, WA 98284



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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, 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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity, but solely as trustee for RMAC Trust, Series 2015-5T**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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 Rushmore Loan Management; and/or Servicelink, 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.

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: 3/7/16

[Signature] Who Acquired Title Mary Jo Myrtle  
Craig A. Myrtle, who acquired title AS CRAIG A MYRTLE Mary Jo Myrtle  
as Criag A. Myrtle CM CRAIG CM CRAIG

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016 by **Craig A. Myrtle, who acquired title as Criag A. Myrtle** and **Mary Jo Myrtle** 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

## ALL - PURPOSE ACKNOWLEDGEMENT

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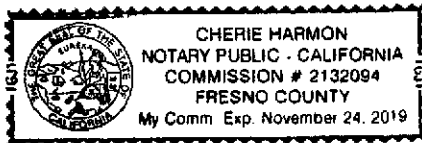
State of California  
County of Fresno

On March 7, 2016 before me, Cherie Harmon, Notary Public, personally appeared,

**CRAIG A. MYRTLE, who acquired title as Criag A. Myrtle and MARY JO MYRTLE**  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in  
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Cherie Harmon  
Cherie Harmon, Notary Public # 2132094  
Commission Expires: November 24 2019

### OPTIONAL INFORMATION

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#### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL(S)  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

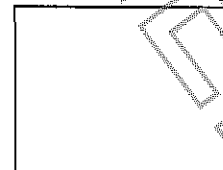
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**COMMONLY known as: 739 Jameson St., Sedro Woolley, WA 98284**  
**Assessor's Parcel Number: P75481 / 4149-017-010-0006**

GRANTOR(S) AFFIDAVIT

State of California }  
County of Fresno }

**Craig A. Myrtle, who acquired title as Criag A. Myrtle and Mary Jo Myrtle**, 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.

*Craig A. Myrtle* who acquired title as Criag A. Myrtle  
Craig A. Myrtle, who acquired title Craig A. Myrtle  
as Criag A. Myrtle CM CRAIG  
*Mary Jo Myrtle*  
Mary Jo Myrtle

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016 by **Craig A. Myrtle, who acquired title as Criag A. Myrtle** and **Mary Jo Myrtle** 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.

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Notary Public

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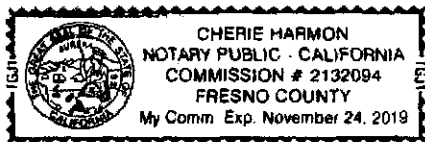
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Cherie Harmon  
Cherie Harmon, Notary Public # 2132094  
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☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

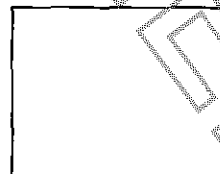
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THUMBPRINT  
OF SIGNER



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

**A deed of trust to secure an indebtedness in the amount shown below,**

**Amount: \$182,272.91**

**Dated: August 23, 2008**

**Trustor/Grantor: Craig A. Myrtle and Mary Jo Myrtle, husband and wife**

**Trustee: Land Title Company**

**Beneficiary: Household Finance Corporation III**

**Recording Date: August 27, 2008**

**Recording No.: 200808270004**

**A substitution of trustee under said deed of trust which names, as the substituted trustee, the following Trustee: Cal-Western of Washington, Inc.**

**Recording Date: January 17, 2014**

**Recording No.: 201401170087**

**An assignment of the beneficial interest under said deed of trust which names:**

**Assignee: Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2015-5T**

**Recording Date: December 14, 2015**

**Recording No.: 201512140047**