



201611160002

After Recording Return To:

Skagit County Auditor

\$75.00

11/16/2016 Page

1 of

3 8:54AM

Ralph W. Sawyer
PO Box 115
Bow, WA 98232-0115

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 5179

NOV 16 2016

Amount Paid \$0

Skagit Co. Treasurer

By *MM* Deputy

DOCUMENT TITLE: QUIT CLAIM DEED
GRANTOR: Salvador Valdez, a married man as his separate estate
GRANTEE: Ralph Sawyer and Roberta Sawyer
LEGAL DESC.: Section 14, Township 34 North, Range 4 East; Ptn. SW

TAX PARCEL NO.: 340414-3-014-0404 (P24708)

QUIT CLAIM DEED (In Lieu of Foreclosure)

The Grantor, **Salvador Valdez, a married man as his separate estate**, for consideration of in lieu of foreclosure, hereby conveys and quit claims to **Ralph Sawyer and Roberta Sawyer**, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor therein:

Abbreviated Legal

Section 14, Township 34 North, Range 4 East, Ptn SW.

This deed represents a conveyance to grantee of all interest it has in the subject property and is given in forgiveness of that certain debt owed by them and by **Salvador Valdez, a married man as his separate estate** under that certain note dated August 22, 2014, being secured by a Deed of Trust recorded under Auditor's File No. 201408220122. Though this deed represents a full conveyance of the grantor's interest in the subject property, it does not prohibit the Grantee to foreclose said Deed of Trust, without recourse to the grantor. In the event that any creditors of the grantor should challenge this transfer of title or should they assert priority over the lien and sums due under the note and all other sums advanced by the grantee in connections with the said property, then the grantee shall have the absolute right to pursue foreclosure, either judicially or non-judicially pursuant to the terms of said Deed of Trust referenced above.

This deed is an absolute conveyance, for consideration including the full release of Grantor, of all obligations under that the herein referenced note and Deed of Trust, heretofore executed by Grantor in respect to the subject property described above. The Grantee, by this acceptance as acknowledged below, do hereby waive and release any right to receive a deficiency following a foreclosure sale of the deed of trust and waive and release any claims and all other rights as against the Guarantors recognizing and intending that Grantor are relying on such waivers and releases in making or allowing this conveyance to be made to Grantee.

Grantor declares that the deed is freely and fairly given without representations or warranties of any kind and the parties hereto agree that there are no other agreements, oral or written, other than this deed between Grantor and Grantee and/or Grantee's predecessor in interest with respect to the property described herein.

Grantee accepts title subject to all liens, deeds of trust and all other encumbrances or defects in title. The parties intend that this deed with not merge with the deed of trust originally given by Grantor to Grantee's predecessor in interest and that Grantee shall retain all rights to foreclose embodied in the existing deed of trust of record and in favor of Grantee.

Grantor is in default in both principal and interest due under the Note secured by the deed of trust. The Note is presently due and payable in full and as of this date the Grantor is unable to meet the obligations of the Note and deed of trust according to the respective terms.

The foregoing is intended as a conveyance, transfer and assignment of the all Grantor's right of possession, rentals and equity of redemption in and to said property as of the date the deed is accepted by Grantee.

Grantor does not intend Grantee to assume any indebtedness of Grantor to any other party by virtue of accepting this deed in lieu.

Dated this 15th day of November, 2016.

By: SALVADOR VALDEZ

Ralph Sawyer Roberta Sawyer
Ralph Sawyer Roberta Sawyer

I certify that I know or have satisfactory evidence that Salvador Rendon Valdez, the person who appeared before me, said person acknowledged that he signed this instrument and acknowledges it to be his free and voluntary act for uses and purposes mentioned in this instrument.

NOTARY PUBLIC in and for the State of
Washington, residing at 1414 Vernon
My appointment expires 1-7-19.

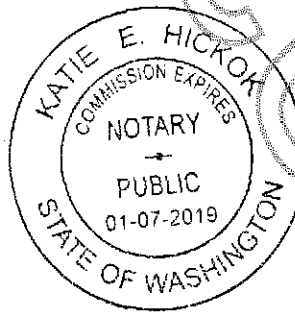


EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the Southwest $\frac{1}{4}$ of Section 14, Township 34 North, Range 4 East, W.M., described as follows:

Beginning on the North line of said Southwest $\frac{1}{4}$, 99 feet 4.5 inches West of the intersection of the West line of the State highway with the North line of said Southwest $\frac{1}{4}$; thence along a straight line from said point of beginning in a Southeasterly direction 680 feet to a point on the West line of said State Highway to the true point of beginning of this description; thence Southeasterly along the West line of said highway 208 feet; thence Southwesterly at right angles to the West line of said highway 209.46 feet; thence Northwesterly parallel with the West line of said highway 208 feet; thence Northeasterly 209.46 feet to the true point of beginning;

EXCEPT the following described tract:

Beginning on the North line of the Southwest $\frac{1}{4}$ of Section 14, at a point which is 99.37 feet West of the intersection of said North line with the Westerly line of State Highway right-of-way; thence South $18^{\circ}02'37''$ East 680.0 feet to a point on the Westerly line of said State Highway right-of-way; thence South $17^{\circ}37'30''$ East along said highway right-of-way 208.0 feet to the Southeasterly corner of that certain tract of land conveyed to G.N. Foss by instrument recorded under Auditor's File No. 647711, records of Skagit County, Washington, said point being the true point of beginning for this description; thence South $72^{\circ}22'30''$ West 209.46 feet to the Southwesterly corner of said Foss tract; thence North $17^{\circ}37'30''$ West 25.64 feet to an existing fence corner; thence North $72^{\circ}03'30''$ East along an existing fence line 209.46 feet to the Westerly line of the State Highway; thence South $17^{\circ}37'30''$ East along said Highway 26.86 feet to the true point of beginning;

ALSO that portion of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 34 North, Range 4 East, W.M., described as follows:

Beginning on the North line of the Southwest $\frac{1}{4}$ of Section 14, at a point which is 99.37 feet West of the intersection of said North line with the Westerly line of the State Highway right-of-way; thence South $18^{\circ}02'37''$ East 680.0 feet to a point on the Westerly line of said Highway right-of-way, said point being the Northeasterly corner of that certain tract of land conveyed to G.N. Foss by instrument recorded under Auditor's File No. 647711, records of Skagit County, Washington, and the true point of beginning for this description; thence South $72^{\circ}22'30''$ West along said Foss tract 209.46 feet; thence North $17^{\circ}37'30''$ West 25.64 feet, more or less, to a point in an existing fence line; thence North $72^{\circ}22'30''$ East along said fence line 209.46 feet to the Westerly line of the State Highway; thence South $17^{\circ}37'30''$ East along said Highway 25.64 feet, more or less, to the true point of beginning.