



201707200060

Skagit County Auditor

\$80.00

7/20/2017 Page

1 of

8 11:57AM

After Recording Mail To:

Romeo N. Ubungen
P.O. Box 1942
Mount Vernon, WA. 98273

COVER PAGE FOR WASHINGTON DEEDS

Type of Document to be Recorded: DEED IN LIEU OF FORECLOSURE

Grantor: Jazmine R. Rivas A.K.A. Jazmine R. West

Grantor's Mailing Address: 6005 NW 70th Street, Apartment 303,
Kansas City, MO: 64151

Grantee: Romeo N. Ubungen

Grantee's Mailing Address: P.O. Box 1942, Mount Vernon, WA. 98273

Legal Description (abbreviated): Ptn. Lot 4, LaVenture Meadows

Assessor's Property Tax Parcel Account Number(s): 4360-000-004-0002; P80181

Prior Recorded Doc. Ref.: Deed: Recorded December 31, 2012, Doc. No. 201212310021

After Recording Mail To:

Romeo N. Ubungen
P.O. Box 1942
Mount Vernon, WA. 98273

Assessor's Parcel Number: 4360-000-004-0002: P80181

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2017 3322
JUL 20 2017

DEED IN LIEU OF FORECLOSURE

Amount Paid \$ 272.⁰⁰
Skagit Co. Treasurer
By SI Deputy

Jazmine R. Rivas A.K.A. Jazmine R. West, the GRANTOR, whose current address is 6005 NW 70th Street, Apartment 303, Kansas City, MO. 64151, FOR and in consideration of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), in hand paid, conveys and warrants to Romeo N. Ubungen, whose current address is P.O. Box 1942, Mount Vernon, WA. 98273, the GRANTEE, THE FOLLOWING described real estate, situated in the County of Skagit, State of Washington: SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. This being the identical property conveyed to the GRANTOR herein by Deed from Romeo N. Ubungen, a single person as his separate estate, dated December 17, 2012, recorded December 31, 2012 and filed in Skagit County, Washington, Record Doc. No. 201212310021.

COMMONLY known as: 824 LaVenture Road, Mount Vernon, WA. 98273

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 forbear 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 proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantor, her heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable 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.

The true and actual consideration for this transfer consists of 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 stated above with respect to that certain Deed of Trust bearing the date of December 17, 2012, by grantor in favor of Romeo N. Ubungen, as his separate estate, and recorded as Doc. No. 201212310023 real property records of Skagit County, Washington on December 31, 2012.

In construction of 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.

Date: July 14, 2017

Jasmine R. West
Jasmine R. Rivas
A.K.A. Jasmine R. West

STATE OF Missouri

COUNTY OF Platte

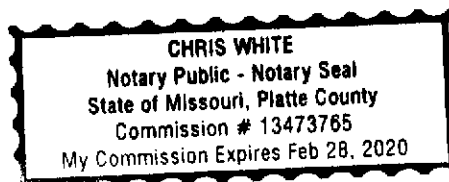
On July 14, 2017 before me, Chris White, Notary Public, personally appeared Jasmine West who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dated: 7-14-17

Chris White
Notary name printed or typed: Chris White
Notary Public in and for the State of Missouri
Residing at Kansas City
My appointment expires: 2-28-20



The true and actual consideration for this transfer consists of 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 stated above with respect to that certain Deed of Trust bearing the date of December 17, 2012, by grantor in favor of Romeo N. Ubungen, as his separate estate, and recorded as Doc. No. 201212310023 real property records of Skagit County, Washington on December 31, 2012.

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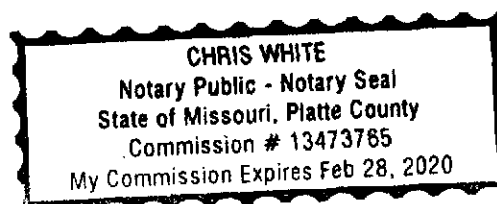
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COPY Enlarged for Clarity

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF WASHINGTON
COUNTY OF SKAGIT

Jazmine R. Rivas A.K.A. Jazmine R. West, being first duly sworn, depose and say: "That she is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to Romeo N. Ubungen, dated the ___ day of July, 2017, conveying the following described property, to-wit:
SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel ID#: 4360-000-004-0002, P80181

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Romeo N. Ubungen, 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 this affiant did convey to Romeo N. Ubungen, therein all her right, title, and interest absolutely in and to said premises, that possession of said premises has been surrendered to Romeo N. Ubungen;

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 creditor or the deponent; that at the time it was given there was no other person or persons, firms or corporations, other than Romeo N. Ubungen, who have 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 \$15,000.00 by Romeo N. Ubungen, agreement to forebear 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 Deed of Trust referred to herein, document dated December 17, 2012 by the undersigned to Romeo N. Ubungen, and recorded as Doc. No. 201212310023 real property records of Skagit County, Washington on December 31, 2012. At the time of making said deed in lieu of foreclosure affiant believed and now believes 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 Romeo N. Ubungen, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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

Date: July 14, 2017

Jasmine R West
Jasmine B. Rivas
A.K.A. Jasmine R. West

STATE OF Missouri

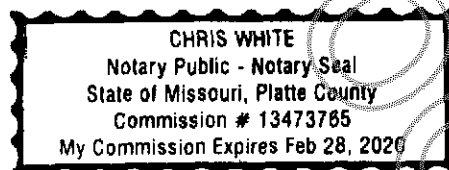
COUNTY OF Platte

ss.

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I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Dated: 7-14-17

Chris White
Notary name printed or typed Chris White
Notary Public in and for the State of Missouri
Residing at Kansas City
My appointment expires: 2-28-20



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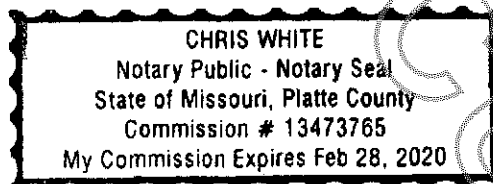
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COPY Enlarged for Clarity

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 4, "PLAT OF LAVENTURE MEADOWS, MOUNT VERNON, WASHINGTON," as per plat recorded in Volume 11 of Plats, page 77, records of Skagit County, Washington, EXCEPTING therefrom that portion described as follows:

The West 6 feet of the South 51.80 feet lying adjacent to and parallel with the East right-of-way line of LaVenture Road.

ALSO EXCEPT, the following described portion:

Beginning at the Northeast corner of Lot 4, "PLAT OF LAVENTURE MEADOWS, MOUNT VERNON, WASHINGTON," as per plat recorded in Volume 11 of Plats, page 77, records of Skagit County, Washington;
Thence North $88^{\circ}20'46''$ West, a distance of 79.76 feet to the true point of beginning;
Thence South $50^{\circ}20'32''$ West, a distance of 38.6 feet;
Thence North $88^{\circ}20'46''$ West, a distance of 6 feet;
Thence along a curve to the right having a radius of 25 feet and an initial bearing of North $89^{\circ}27'16''$ West, a distance of 39.75 feet to the true point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.