

Recording Requested By:
Shapiro & Sutherland, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
(360) 260-2253



Skagit County Auditor \$80.00
8/10/2017 Page 1 of 7 3:18PM

*accommodation Recording
only 01-163107*

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20173746
AUG 10 2017

STATUTORY WARRANTY DEED
(In Lieu of Foreclosure)

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

THE GRANTORS, James R. Kosbab, a single person ("Grantors"), for the consideration stated below, convey and warrant to Wilmington Savings Fund Society, FSB, as trustee of Stanwich Mortgage Loan Trust A, as Grantee, the following described real estate together with all fixtures and personal property secured by the Deed of Trust, situate in the County of Skagit, State of Washington:

Lot 3 of Short Plat No. 96-101, approved December 12, 1997, recorded December 23, 1997, in Book 13 of Short Plats, pages 75 and 76, under Auditor's File No. 9712230021, records of Skagit County, Washington, and being a portion of the North 1/2 of the Northeast 1/4 of Section 28, Township 35 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.

Abbrev. Legal: LOT 3 OF SHORT PLAT 96-101 AF#9712230021
Tax Parcel No. P44859

This instrument is an absolute conveyance of title, in effect and in form. It is not intended as a mortgage or a conveyance in trust and it is not given as security for any obligation whatsoever. This instrument is executed and delivered in consideration of Grantee waiving its right to a deficiency judgment against the Grantors and their

guarantors, if any, in connection with Grantors' indebtedness to Grantee evidenced by that certain promissory note secured by the Deed of Trust executed by Grantors on June 25, 2007 in favor of Grantee, as beneficiary, recorded on July 5, 2007, in the records of Skagit County, Washington, under recording number 200707050082.

It is the intention of the parties that the interest conveyed by this Deed not merge with the Grantee's lien on the above-described property until such time as Grantee expressly intends. Furthermore, Grantors and Grantee intend that the debt secured by this property not be extinguished by delivery of this Statutory Warranty Deed (In Lieu of Foreclosure).

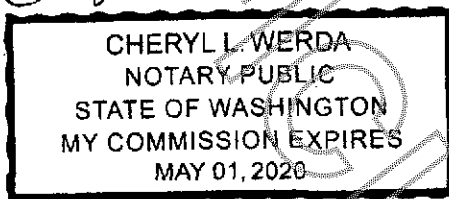
DATED this 4 day of July, 2012

GRANTOR:

James Kosch

State of Washington) James Kosbab
County of SKagit) SS.

On this the 5th day of July 2017, before me,
Cheryl L. Werda the
undersigned Notary Public, personally appeared _____ personally known
to me _____ proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) James Ryan Kosbab subscribed to the within instrument, and
acknowledged that he/she/they executed it. WITNESS my hand and official
seal. Cheryl Werda



My appointment
expires May 01, 2020

UNRECORDED
ORIGINAL DOCUMENT

ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF Washington)
) ss.
COUNTY OF Skagit)

James R. Kosbab, being first duly sworn, on oath depose and say:

1. That contemporaneously herewith we, the undersigned, have executed a Statutory Warranty Deed (In Lieu of Foreclosure) ("Deed") conveying to Wilmington Savings Fund Society, FSB, as trustee of Stanwich Mortgage Loan Trust A ("Bank"), the following described real estate, together with all fixtures and personal property secured by the Deed of Trust situate in Skagit County, Washington:

Lot 3 of Short Plat No. 96-101, approved December 12, 1997, recorded December 23, 1997, in Book 13 of Short Plats, pages 75 and 76, under Auditor's File No. 9712230021, records of Skagit County, Washington, and being a portion of the North 1/2 of the Northeast 1/4 of Section 28, Township 35 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.

Tax Parcel No. P44859

2. That the Deed is an absolute conveyance to the original and present holder of the beneficial interest under that certain Deed of Trust encumbering the Property, executed by us on June 25, 2007, recorded on July 5, 2007, as Recording No. 200707050082, records of Skagit County, and the promissory note secured thereby, for the consideration state in the Deed, and for no other consideration whatsoever,

3. That we executed the Deed as our free and voluntary act; that at the time of execution of the Deed we were not acting under any duress, undue influence, misapprehension or misrepresentation exerted, created or made by the Bank or by any

agent, attorney or other representative of the Bank, and that it is our intention to transfer and convey to the Bank all of our interest in the Property;

4. That the fair value of the Property does not exceed our indebtedness to the Bank;

5. That the Deed is not a preference as to any other creditor of ours; that we are solvent and have no other creditors whose rights would be prejudiced by the giving of the Deed and the acceptance thereof by Bank;

6. That there are no persons, firms or corporations other than the undersigned having or claiming any interest in the property, direct or indirect;

7. That other than any existing liens for Wilmington Savings Fund Society, FSB, as trustee of Stanwich Mortgage Loan Trust A, there are no liens or encumbrances on the Property;

8. That except for the Deed of Trust described above, we are not obligated under the terms of any bond, mortgage, deed of trust, or other written or verbal undertaking whereby any lien has been created or exists against the property;

9. That we have not permitted or caused any unrepaired damage to the Property nor to the improvements thereon;

10. That we have made full, correct and truthful disclosure to the Bank of all facts and information known to us concerning the subject matter of this Affidavit;

11. That we waive and release any and all statutory, common law or other liens available to us against the property due to or based upon labor supplied, materials

furnished, services rendered, or any other act performed by us with respect to the Property;

12. That we release the Bank, its affiliate, directors, officers, employees and its attorneys from claims, causes of action and liabilities of any kind whatsoever, known or unknown, which we have or may have bases upon or related in any way to the Note and Deed of Trust;

13. That we make this affidavit to induce the Bank to accept our Deed with the intention that the Bank may rely on this affidavit in so doing, and this affidavit shall inure to the benefit of and may also be relied upon by the successors and assigns of the Bank as well.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if the first party is a corporation, it has caused its corporate named to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

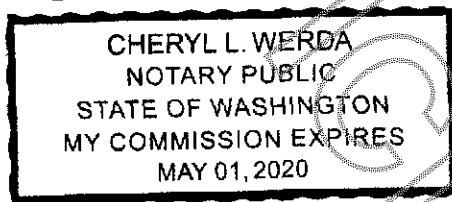
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My appointment
expires May 01, 2020