## When recorded return to:

Rachel Smith and Kevin Fitchett, a married couple 63290 High Ridge Drive Marbiemount, WA 98267



Skagit County Auditor

\$77.00

12/6/2017 Page

1 of

1:49PM

Filed for record at the request of:



3002 Colby Ave., Suite 200 Everett, WA 98201

Escrow No.: 500063909

CHICAGO TITLE 500063909

# STATUTORY WARRANTY DEED

THE GRANTOR(S) Thelma V. Swem and Kevin M. Swem, wife and husband

for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to Rachel Smith and Kevin Fitchett, a married couple

the following described real estate, situated in the County of Skagit, State of Washington:

Lot 84, CASCADE RIVER PARK NO. 3, according to the plat thereof, recorded in Volume 9 of Plats, pages 22 through 24, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

DEC 06 2017

Skagit Co. Treasurer
Deputy

Amount Paid \$ 54.84

Tax Parcel Number(s): P63957 / 3873-000-084-0007,

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREO

OK \_\_\_\_\_\_

# STATUTORY WARRANTY DEED (continued)

Dated: December 4, 2017	•
Tholpea Duren	
Thelma V. Swem	
Kenin Maswen by	The neg V Swens.
Kevin M. Swem, by Thelma V. Swem,	The lace V Swent in fact
nis Attorney in fact	,
responsibility	
State of Washington	
County of Kitsap	
I certify that I know or have satisfactor	y evidence that Thelma V. Swem is the person who appeared
	adged that he/she signed this instrument as Attorney in Fact for
mentioned in this instrument.	to be his/her free and voluntary act for the uses and purposes
Dated: 17 - 4 - 17	
De Um Hamme	NOTARY PUBLIC
Name: Ann Dank Notary Public in and for the State of	STATE OF WASHINGTON
Residing at: Senbeck is	DA LODI ANN DAMMEVED
	LORI ANN DAMMEYER
Residing at: Senbeck is	DA LODI ANN DAMMEVED
Residing at: Seebeck in My appointment expires: 1015	LORI ANN DAMMEYER
Residing at: Seebeck of My appointment expires: 10/5  State of Washington County of	LORI ANN DAMMEYER My appointment expires October 15, 2018
Residing at: Seabeck of My appointment expires: 10/5  State of Washington County of Notice P  I certify that I know or have satisfacto	LORI ANN DAMMEYER My appointment expires October 15, 2018  ry evidence that
Residing at: See See K of My appointment expires: 10 / 5  State of Washington County of See County o	ry evidence that  ppeared before m.e, and said person(s) acknowledged that and acknowledged it to be (his/he//their) free and voluntary act
Residing at:  My appointment expires:  State of Washington County of  I certify that I know or have satisfacto  State of Washington County of  (State of Washington County of  (State of Washington County of  (New York of Washington (he/ene/they) signed this of instrument for the uses and purposes mentioned	Ty evidence that  Ty evidence
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# **EXHIBIT "A"**

## Exceptions

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on CASCADE RIVER PARK NO. 3:

Recording No. 684135

2. Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

January 13, 1965

Auditor's No(s).:

660830, records of Skagit County, Washington

In favor of:

The State of Washington

For:

Road purposes

Note:

Exact location and extent of easement is undisclosed of record.

3. Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

January 14, 1965

Auditor's No(s).: In favor of:

660901, records of Skagit County, Washington Georgia-Pacific Corporation, a Georgia corporation

For:

Road purposes

Note:

Exact location and extent of easement is undisclosed of record.

4. Unrecorded Right-of-Way Agreement, including the terms and conditions thereof; entered into;

By:

Bradsberry Timber Co., a corporation

And Between:

Bellingham Plywood Corporation, a corporation

Recorded:

September 15, 1952

Auditor's No.:

479844, records of Skagit County, Washington

No search has been made as to the current ownership of said hight-of-way

5. Agreement, including the terms and conditions thereof; entered into;

By:

Bradsberry Timber Co., a corporation

And Between:

John S. Pankratz

Recorded:

July 26, 1954

Auditor's No.

504382, records of Skagit County, Washington

Providing:

Right-of-Way Agreement

6. Provisions and restrictive covenants as set forth in deed through which title is claims:

Purchasers covenant and agree that the above described real estate shall be subject to the charges and assessments as provided for in, and for the purposes set forth in the Articles of

## **EXHIBIT "A"**

Exceptions (continued)

Incorporation and the By-Laws of the Cascade River Community Club, Inc. a non-profit and non-stock Washington corporation ad that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and , in addition to the remedies set forth in said Articles of Incorporation and By-Laws, that if said charges and assessments levied by said Corporation shall not be paid within four months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorney's fees in such action. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

Use of said property for residential purposes only.

- 7. City, county or local improvement district assessments, if any.
- 8. Assessments, if any, levied by Cascade River Park Community Club.

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

WA-CT-FNRV-02150.624676-500063909