

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:
Federal National Mortgage Association
Granite Park VII, 5600 Granite Parkway, Plano, TX 75024.

After Recording Mail/Return To:
ServiceLink
10385 Westmoor Drive, Suite 100
Westminster, CO 80021
Attention: Denver DIL Title

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Marissa Guerrero
Affidavit No. 2020-1319
Date 04/14/2020

DEED IN LIEU OF FORECLOSURE

Exempt: 458-61A-208 (6)(a)

KNOWN ALL MEN BY THESE PRESENTS, that **Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010**, whose mailing address is **20420 Marin Dr. #J3, Stanwood, WA 98292**, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Federal National Mortgage Association**, whose tax mailing address is **Granite Park VII, 5600 Granite Parkway, Plano, TX 75024**, 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

P115752 (LEGAL DESCRIPTION)

Ptn W 1/2 of E 1/2, 4-33-4 E.W.M. AKA Lot 3, SP #99-0007

1
1
1
1
5

This being the identical property conveyed to the GRANTOR herein by Deed recorded in
Instrument 201707060013

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: 18564 Cascade View Dr., Mount Vernon, WA 98274

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 **Federal National Mortgage Association** 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

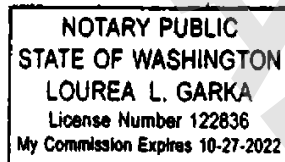
TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION 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 19 day of Feb, 2020.

Graham V. Kerr Trustee
Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr
Trust u/a March 31, 1993; restated July 25, 2010

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

The foregoing instrument was acknowledged before me on February 19, 2020 by Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010 who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.



Lourea L. Garka
Notary Public

Property Address: 18564 Cascade View Dr., Mount Vernon, WA 98274

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EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010, 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 Federal National Mortgage Association, 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 Federal National Mortgage Association, 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 Federal National Mortgage Association, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Federal National Mortgage Association:

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 Federal National Mortgage Association, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have 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.

Property Address: 18564 Cascade View Dr., Mount Vernon, WA 98274

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by Federal National Mortgage Association, 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 Federal National Mortgage Association, 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 Grantee; 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: Feb 19 2020

Graham V. Kerr Trustee

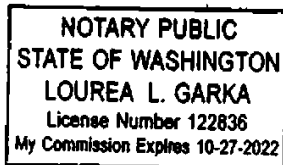
Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

The foregoing instrument was acknowledged before me on February 19, 2020 by Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010 who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Lourea L. Garka

Notary Public



Property Address: 18564 Cascade View Dr., Mount Vernon, WA 98274

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EXHIBIT A (LEGAL DESCRIPTION)

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 3 OF SKAGIT COUNTY SHORT PLAT NO. 99-0007, APPROVED SEPTEMBER 15, 1999, RECORDED SEPTEMBER 15, 1999, UNDER AUDITOR'S FILE NO. 199909150089, BEING A PORTION OF THE WEST 1/2 OF THE EAST 1/2, OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF SAID SHORT PLAT AS CASCADE VIEW DRIVE.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TAX ID: P115752

COMMONLY known as: 18564 Cascade View Dr., Mount Vernon, WA 98274
Assessor's Parcel Number: P115752


Property Address: 18564 Cascade View Dr., Mount Vernon, WA 98274

GRANTOR(S) AFFIDAVIT

State of WASHINGTON
County of SNOHOMISH

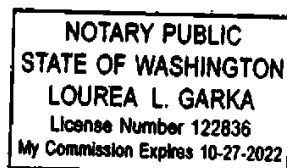
Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

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.


Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

The foregoing instrument was acknowledged before me on February 19, 2020 by **Graham V. Kerr, as Trustee of the Graham V. & Treena J. Kerr Trust u/a March 31, 1993; restated July 25, 2010** who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.




Notary Public

Property Address: 18564 Cascade View Dr., Mount Vernon, WA 98274

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

Mortgagee: FINANCIAL FREEDOM ACQUISITION LLC, A SUBSIDIARY OF
ONEWEST BANK, FSB
Trustee: OLD REPUBLIC TITLE, LTD.
Mortgagor: GRAHAM KERR AND TREENA KERR
Dated: 06/17/2009
Recorded: 06/22/2009
Reference: INSTRUMENT NO. 200906220188
Amount: \$930,000.00
Open Ended: NO

ASSIGNMENT

ASSIGNOR: FINANCIAL FREEDOM ACQUISITION LLC, A SUBSIDIARY OF
ONEWEST BANK, FSB
ASSIGNEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
("MERS"), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS
NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC
Dated: 01/11/2010
Recorded: 01/29/2010
Reference: INSTRUMENT NO. 201001290015

ASSIGNED TO: Bank of New York Mellon Trust Company, N.A. as Trustee for
Mortgage Assets Management Series I Trust by Assignment recorded concurrently
herewith

ASSIGNED TO: Federal National Mortgage Association by Assignment recorded
concurrently herewith

Mortgagee: SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Trustee: SENIOR OFFICIAL WITH RESPONSIBILITY FOR SINGLE FAMILY
MORTGAGE INSURANCE PROGRAMS IN THE DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT FIELD OFFICE WITH JURISDICTION OVER THE
PROPERTY DESCRIBED BELOW, OR A DESIGNEE OF THAT OFFICIAL
Mortgagor: GRAHAM KERR AND TREENA KERR
Dated: 06/17/2009
Recorded: 06/22/2009
Reference: INSTRUMENT NO. 200906220189
Amount: \$930,000.00
Open Ended: NO

Property Address: 18564 Cascade View Dr., Mount Vernon, WA 98274