

RECORDED AT THE REQUEST OF:  
AND AFTER RECORDING RETURN TO:

FOSTER PEPPER & SHEFELMAN PLLC  
1111 Third Avenue, Suite 3400  
Seattle, WA 98101  
Attn: Leigh Ann Lucero



200203210126  
Skagit County Auditor

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FIRST AMERICAN TITLE CO.  
677-10

**Document Title:** FORFEITURE OF REAL ESTATE CONTRACT  
WARRANTY DEED (In Lieu of Forfeiture)

**Grantor:** DARWIN TAYLOR

**Grantee:** DONNIE G. AND DELLA PAYNE

**Legal Description:** Lot 47, Block "D", "Cape Horn on the Skagit"

**Assessor's Tax Parcel ID No(s):** 3668-004-047-0002

**Reference No(s):** 9407080038

#1182  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 21 2002

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

**FOREFEITURE OF REAL ESTATE CONTRACT WARRANTY DEED**  
(In Lieu of Forfeiture)

THE GRANTOR, DARWIN TAYLOR ("Grantor"), for and in consideration of CANCELLATION OF INDEBTEDNESS, for and in consideration of CANCELLATION OF INDEBTEDNESS, grant, bargain, sell, convey and confirm to, DONNIE G. AND DELLA PAYNE as Grantee, the following described real estate, situated in the County of Grant, State of Washington (Property):

Lot 47, Block "D", "Cape Horn on the Skagit"

Tax Parcel No. 3668-004-047-0002.

This deed is absolute conveyance of title and is executed and delivered in lieu of forfeiture by Grantor of that certain Real Estate Contract for the purchase of the Property, dated June 30, 1994 and recorded July 8, 1994 under Auditor's File No. 9407080038 in Skagit County, Washington.

Grantor concurrently herewith transfer and assigns any and all reserve accounts held with respect to the subject loan account to Grantee.

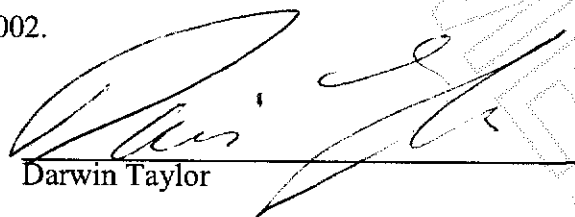
Grantor warrants that no labor has been performed nor any materials delivered to the property described herein which have not been fully paid and in consequence of which any lien may be claimed or enforced against said property.

Grantor agrees that this deed shall not operate to extinguish that real estate contract referred to hereinabove and unless and until this deed is accepted by Grantee and placed by Grantee of record.

The Grantor(s) and their successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor(s) and not otherwise, will forever warrant and defend the said described real estate.

DATED this 6/7/02 day of January, 2002.

GRANTOR:

  
Darwin Taylor



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STATE OF WASHINGTON  
COUNTY OF Ada

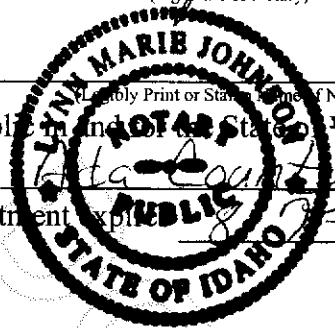
ss.

I certify that I know or have satisfactory evidence that DARWIN TAYLOR is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6 day of March, 2002.

Sym Marie Johnson  
(Signature of Notary)

Notary public in and for the State of Washington, Idaho  
residing at Ada County  
My appointment expires 8-9-06



200203210126  
Skagit County Auditor

**ESTOPPEL AND SOLVENCY AFFIDAVIT**

STATE OF Idaho )  
 )  
COUNTY OF Ada ) SS.

DARWIN TAYLOR, being first duly sworn, on oath depose and say:

**I. That contemporaneously herewith I have executed a Forfeiture of Real Estate Contract Warranty Deed (In Lieu of Forfeiture) ("Deed") conveying to DONNIE G. AND DELLA PAYNE ("Seller"), the following described real estate, situated in the County of Skagit, State of Washington ("Property"):**

Lot 47, Block "D", "Cape Horn on the Skagit"

Tax Parcel No. 3668-004-047-0002.

**II. That the Deed is an absolute conveyance in effect as well as in form and not a mortgage nor trust conveyance nor security of any kind; that said deed was given in consideration of the cancellation of the entire real estate contract indebtedness including costs and charges heretofore existing under the terms of that certain Real Estate Contract encumbering the Property, dated June 30, 1994 and recorded July 8, 1994 under Auditor's File No. 9407080038 in Skagit County, Washington, and the release of record of said real estate contract by said grantee and the cancellation of the note secured by said real estate contract;**

**III. That I executed the Deed as my free and voluntary act; that at the time of execution of the Deed I was not acting under any duress, undue influence, misapprehension or misrepresentation exerted, created or made by the Seller or by any agent, attorney or other representative of the Seller, and that it is my intention to transfer and convey to the Seller all of my interest in the Property;**

**IV. That the fair value of the Property does not exceed my indebtedness to the Seller;**

**V. That I am solvent and have no other creditors whose rights would be prejudiced by the giving of the Deed and the acceptance thereof by Seller;**

**VI. That there are no persons, firms or corporations other than the undersigned having or claiming any ownership or possessory interest in the Property, direct or indirect;**



- VII. That there are no liens or encumbrances on the Property except those in favor of the Lender;
- VIII. That I have not permitted or caused any unrepaired damage neither to the Property nor to the improvements thereon;
- IX. That I have made full, correct and truthful disclosure to the Seller of all facts and information known to me concerning the subject matter of this Affidavit;
- X. That I waive and release any and all statutory, common law or other liens available to me against the Property due to or based upon labor supplied, materials furnished, services rendered, or any other act performed by me with respect to the Property;
- XI. That I release the Seller, its affiliates, directors, officers, employees and its attorneys from claims, causes of action and liabilities of any kind whatsoever, known or unknown, which I have or may have based upon or related in any way to the Deed of Trust or the loan evidenced and secured thereby;
- XII. That I make this affidavit to induce the Seller to accept my Deed with the intention that the Lender 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 Seller as well.

DATED this \_\_\_ day of January, 2002.

6/2/02 *[Signature]*  
 Darwin Taylor

In reply to articles  
 VIII state there is a lien and my be taxes  
 on the property. a water line by Cape Horn Homeowners  
 The property is being released in "as is"  
 Condition



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STATE OF WASHINGTON

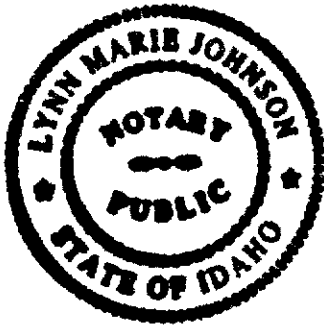
SS.

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that DARWIN TAYLOR is the persons who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6 day of March, 2002.

Lynn Marie Johnson  
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, Idaho  
residing at Ada County

My appointment expires 8-7-06



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