

After Recording, Return to:

Andrew A. Guy  
STOEL & RIVES LLP  
600 University Street  
Suite 3600  
Seattle, WA 98101



200305150081  
Skagit County Auditor

5/15/2003 Page 1 of 6 11:44AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

LAND TITLE COMPANY OF SKAGIT COUNTY  
106402

**NON-MERGER SPECIAL WARRANTY DEED  
IN LIEU OF FORECLOSURE**

Grantor: William M. Lefeber (also known as William Marinus Lefeber  
and/or William Lefeber) and Jo An H. Lefeber, husband and wife

Grantee: LPP Mortgage, Ltd

Abbreviated Legal Description and Tax Identification Numbers:

Parcel "A": Ptn SE 1/4 NW 1/4, 10-34-3 P21342, P21343

Parcel "B": Ptn NE 1/4 SW 1/4, 10-34-3 P21345

Parcel "C": Ptn SE 1/4 SW 1/4, 10-34-3 Ptn P21354

Parcel "D": Ptn SE 1/4 SW 1/4, 10-34-3 Ptn P21354

Complete legal description on attached Exhibit A

Related documents  
Of Record:

Mortgage recorded under Auditor's No. 800418005  
8004180005

Assignment of Mortgage recorded under Auditor's No.  
~~200108240014~~ 200108240014

# 2306  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 15 2003

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

**NON-MERGER SPECIAL WARRANTY DEED  
IN LIEU OF FORECLOSURE**

WILLIAM M. LEFEBER (also known as William Marinus Lefebber and/or William Lefebber) and JO AN H. LEFEBER, husband and wife ("**Grantor**"), for good and valuable consideration as described below, hereby convey to LPP MORTGAGE, LTD. ("**Grantee**") any and all right, title and interest that Grantor, or either of them, has or may have in (a) the real estate described in Exhibit A attached hereto, (b) any and all buildings or other improvements situated on the described real estate, (c) all fixtures attached to the described real estate, and (d) all tenements, hereditaments, appurtenances, and privileges belonging or appertaining to the described real estate, improvements, and/or fixtures, including specifically, but without limitation, all statutory and equitable rights of redemption and all rights to possess, use, lease, farm, and/or assert any crop lien or other lien in or against any portion or all of the described real estate (all of which, (a) through (d), are hereinafter designated as the "**Property**" being transferred hereunder).

Rights Conveyed. The rights conveyed by Grantor to Grantee in this deed include without limitation any and all right, title, and interest in the Property that Grantor (a) may have at this time and (b) may hereafter acquire or have the right to acquire.

Special Warranties. Grantor's interests in the Property are conveyed without any warranties other than the following: (a) Grantor has not previously conveyed the fee interest in the Property or any portion thereof to any other person or entity; and (b) Grantor has not previously exercised, released, or waived any statutory or equitable redemption rights Grantor may have in or to the Property, (c) Grantor has not previously conveyed, transferred, or assigned any such redemption rights to any other person or entity or contracted with or promised any other person or entity to do so; (d) Grantor's execution and delivery of this Deed do not create or constitute a breach of any agreement with or duty owed to any other person or entity. Grantor shall defend and indemnify Grantee against and hold Grantee harmless from any and all claims of any third parties that are inconsistent with the warranties set forth in this paragraph.

Transfer in Lieu of Foreclosure or Other Enforcement of Mortgage Obligation. Grantor and Daniel S. Lefebber, Linda J. Lefebber, Marinus Lefebber, and Bernadine Lefebber are joint and several guarantors under written Guaranties executed on or about February 12, 1980 (the "**Guaranties**") of that certain promissory note (the "**Note**") in the original principal amount of Four Hundred Eighty-Two Thousand and no/100ths Dollars (\$482,000), dated as of February 12, 1980, and made by Lefebber Bulb Company, Inc., a Washington corporation, in favor of the United States Small Business Administration (the "**SBA**"), as payee. Grantee now owns and holds all rights of payee under the Note, as subsequently modified, and all rights to enforce the Guaranties. Performance of the maker's obligations under the Note and the guarantors' obligations under the Guaranties was secured by a mortgage in favor of the SBA, as mortgagee, (the "**Mortgage**") encumbering the Property, dated as of March 25, 1980, and recorded under Skagit County Auditor's Recording No. 8004180005. Grantee has succeeded to the SBA's rights as mortgagee under the Mortgage, as evidenced in part by the Assignment of Mortgage recorded under Skagit County Auditor's No. 200108240014. One or more defaults occurred



under the obligations secured by the Mortgage and guaranteed by Grantor and others, and Grantee commenced a lawsuit under Skagit County Superior Court Cause No. 01-2-01200-5, seeking to enforce the Note and guaranty obligations and to foreclose the Mortgage. This Deed is being granted in lieu of such foreclosure and in consideration of the covenant not to sue referenced below. No monetary consideration is being transferred to Grantor in connection with the execution, acceptance, or recordation of this Deed.

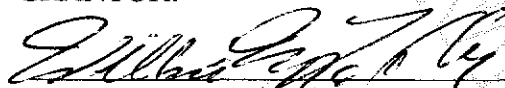
Covenant Not to Sue. Consideration for this Deed, the receipt and sufficiency of which Grantor hereby acknowledges, consists of Grantee's agreement, conditioned in part upon Grantor's execution and delivery of this Deed, (a) that Grantee shall not seek to enforce the Note, Mortgage, or Guaranties personally against Grantor and/or against Lefeber Bulb Company, Inc., and (b) that, although Grantor and/or Lefeber Bulb Company, Inc. may be made a party to one or more judicial proceedings relating to the Note, Mortgage, and/or Guaranties, Grantee shall exercise any and all remedies without seeking to recover any money from any one or more of the Lefebers and/or Lefeber Bulb Company, Inc.

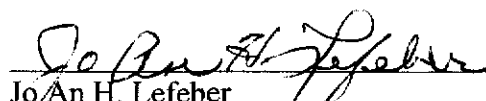
No Satisfaction or Merger. Grantor acknowledges and agrees that no satisfaction or release of any indebtedness secured by the Mortgage is effected by the execution, acceptance, or recordation of this Deed. Grantor further acknowledges and agrees (a) that Grantee, by accepting and recording this Deed, does not intend a merger of the fee title herein conveyed with either (i) Grantee's interest as mortgagee under the Mortgage or (ii) Grantee's interest as the purchaser of the Property or any portion thereof at any prior foreclosure sale, (b) that it is the intention of Grantor and Grantee that the execution, delivery, and acceptance of this Deed shall not impair, undermine, or otherwise affect the lien of the Mortgage against the Property, and (c) that it is the intention of Grantor and Grantee that Grantee may proceed to exercise any and all rights and/or remedies Grantee may have with respect to the Note and/or the Mortgage, including without limitation any and all statutory or equitable rights of redemption, independent of rights of redemption that Grantor is transferring by this Deed, if Grantor deems it advisable to do so for any purpose, provided that Grantee shall exercise any and all such rights and remedies without seeking to recover any money from Grantor and/or Lefeber Bulb Company, Inc..

Absolute Conveyance. This deed is intended to be and is an absolute conveyance of the Property to Grantee, and is not intended as a mortgage, trust conveyance, or security of any kind.

Dated this 5<sup>th</sup> day of may, 2003.

GRANTOR:

  
\_\_\_\_\_  
William M. Lefeber (also known as William  
Marinus Lefeber and/or William Lefeber)

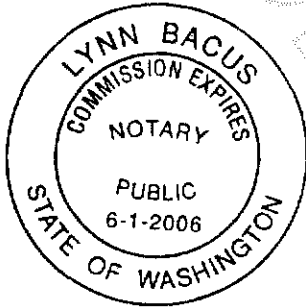
  
\_\_\_\_\_  
Jo An H. Lefeber



State of Washington )  
 )ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that William M. Lefeber (also known as William Marinus Lefeber and/or William Lefeber) and Jo An H. Lefeber, husband and wife, are the persons who appeared before me, and executed the within and foregoing instrument, and that they signed this instrument and on oath acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: May 5, 2003



Signature: Lynn Bacus  
Name (Print): Lynn Bacus

NOTARY PUBLIC in and for the State of  
Washington, residing at Mount Vernon  
My appointment expires: 6-1-06



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Skagit County Auditor

DESCRIPTION:

**EXHIBIT A**

PARCEL "A":

That portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 10, Township 34 North, Range 3 East, W.M., lying Southerly of the Great Northern Railway right of way, EXCEPT that portion thereof lying within the boundaries of that certain strip 55 foot strip of land adjacent to said right of way as conveyed to Skagit County for road purposes by deeds recorded July 3, 1941, under Auditor's File Nos. 341321 and 341322, records of Skagit County, AND EXCEPT that portion thereof lying within the boundaries of Primary State Highway No. 1, Fredonia to Junction U.S. 99 and as condemned in Skagit County Superior Court Cause No. 24797, AND EXCEPT ditch rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, Township 34 North, Range 3 East, W.M., lying Southerly of the Great Northern Railroad right of way, EXCEPT that portion thereof lying within the boundaries of that certain 55 foot strip of land adjacent to said right of way as conveyed to Skagit County by deeds recorded July 3, 1941, under Auditor's File Nos. 341321 and 341322, records of Skagit County, AND EXCEPT that portion thereof lying within the boundaries of Primary State Highway No. 1, Fredonia to Junction U.S. 99 and as condemned in Skagit County Superior Court Cause No. 24797, AND EXCEPT ditch rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, Township 34 North, Range 3 East, W.M., lying North of the North line of that certain 30 foot strip of land running along the South line of said subdivision, commonly known as the Memorial Highway, as conveyed to Skagit County for road purposes by Quit Claim Deed dated July 28, 1894 and recorded August 15, 1894 in Volume 30 of Deeds, page 63, under Auditor's File No. 20075, records of Skagit County, EXCEPT the South 240 feet of the East 310 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, Township 34 North, Range 3 East, W.M., lying North of the North line of that certain 30 foot strip of land running along the South line of said subdivision commonly known as the Memorial Highway as conveyed to Skagit County for road purposes by Quit Claim Deed dated July 28, 1894 and recorded August 15, 1894 in Volume 30 of Deeds, page 63, under Auditor's File No. 20075, records of Skagit County, EXCEPT that portion lying within the boundaries of the following described tract:



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DESCRIPTION CONTINUED:

**EXHIBIT A (cont'd)**

PARCEL "D" Continued:

Beginning at the Southeast corner of said subdivision;  
thence North along the East line of said subdivision 276 feet;  
thence West parallel with the South line of said subdivision 128 feet;  
thence South parallel with the East line of said subdivision 276 feet to the South line of said subdivision;  
thence East along said South line 128 feet to the point of beginning,

EXCEPT the South 30 feet thereof for road commonly known as Memorial Highway, AND ALSO EXCEPT the North 25 feet of the East 25 feet thereof.

AND, ALSO EXCEPT the following described tract:

Beginning at a point on the East line of said subdivision at a point 276 feet North of the Southeast corner thereof;  
thence West parallel with the South line of said subdivision 128 feet to a point on the West line of that certain tract of land conveyed to William Lefebber and Jo An Lefebber, husband and wife, by deed dated December 24, 1970 and recorded December 30, 1970, under Auditor's File No. 747238;  
thence North along the West line of said Lefebber tract 64 feet to the Northwest corner of said Lefebber tract;  
thence East parallel with the South line of said subdivision 53 feet;  
thence South parallel with the East line of said subdivision 60 feet;  
thence East parallel with the South line of said subdivision 75 feet to the East line thereof;  
thence South along said East line 4 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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