

AFTER RECORDING RETURN TO:

Name William R. Allen
 Address PO Box 437
 City, State, Zip Sedro-Woolley, WA 98284



200312150138
 Skagit County Auditor

12/15/2003 Page 1 of 5 1:09PM

Abbrev. Leg. Lot 13, BLK O, CAPE HORN ON THE SKAGIT DIV. 2, VOL. 9 P 14
 Tax Acct No. 3869-015-013-0007/R63454
 Grantor. Harris, Tracy and Harris, Stacey
 Grantee. Barker, Ronald T.
 Ref. No. 9707160039

6325
 SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

DEC 15 2003

DEED IN LIEU OF FORECLOSURE

Amount Paid: \$
 Skagit Co. Treasurer
 By *[Signature]* Deputy

THE GRANTORS, TRACY HARRIS and STACEY HARRIS, husband and wife,
 for and in consideration of the release of Grantors for certain liability set forth below,
 convey and warrant to GRANTEE, RONALD T. BARKER, as his separate estate,
 the following described real estate situated in the County of Skagit, State of Washington,
 together with all after acquired title of the grantors therein.

Lot 13, Block "O", "CAPE HORN ON THE SKAGIT DIVISION NO. 2",
 according to the plat thereof recorded in Volume 9 of Plats, page 14,
 records of Skagit County, Washington.

TOGETHER WITH THAT CERTAIN 1985 MOBILE HOME, MODEL
 66/14, VIN 97408, LOCATED ON THE ABOVE LOT, WHICH SHALL
 NOT BE SEVERED OR REMOVED THEREFROM.

Situate in the County of Skagit, State of Washington.

This deed is given as an absolute conveyance, assignment and interest of all title or
 interest of the grantors in the real and personal property described herein and is not
 intended as a mortgage, trust conveyance or security of any kind. It is the intention of
 grantors to convey to grantee all their right, title and interest in the property to the
 grantee. This deed is executed and delivered by the Grantors in connection with the liens
 and encumbrances described on the deed of trust executed by Grantors, TRACY
 HARRIS and STACEY HARRIS, husband and wife, to FIRST AMERICAN TITLE
 Harris/Barker/Deed

INSURANCE COMPANY as Trustee, in favor of RONALD T. BARKER, as his separate estate, as Beneficiary, and recorded July 16, 1997, under Auditor's File No. 9707169939, records of Skagit County, Washington.

It is warranted and covenanted by the Grantors in executing this Deed in Lieu of Foreclosure and agreed by the Grantee in accepting the Deed as follows:

1. The consideration for the execution of this Deed in Lieu consists of the release of the Grantors from any personal liability for repayment of the amount due to the Grantee under the promissory notes dated July 2, 1997 and September 11, 2001, outstanding as of the date hereof. Nothing shall be construed to release the Grantors or any other party from any other obligations to the Grantee, including any other obligations that may also be secured by the Deed of Trust described above/liens/deeds of trust described above, or to preclude or otherwise prejudice the Grantee's right to proceed with a foreclosure action against the property or any other property secured by the Deed of Trust, provided that the Grantee shall not seek any deficiency judgment against the Grantors in such foreclosure. The consideration set forth above is equal to the fair market value of the property and includes the fair and reasonable value of the Grantors interest in the property.
2. This deed is executed voluntarily by Grantors, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantors and Grantee, and is not given or intended to hinder, delay, or defraud any creditor, or to contravene any of the bankruptcy laws of the United States or applicable laws.
3. Grantors further warrant and represent that: (a) the Grantors have full power and authority to execute and deliver this Deed in Lieu; (b) this conveyance and assignment is freely and fairly made; and (c) Grantors are not rendered insolvent by this conveyance and assignment.
4. The Grantee by accepting and recording this deed does not intend a merger of its interest under that certain deed of trust referenced above, with the fee title herein conveyed to take place, and it is the intention of the parties that the property described above shall remain subject to the lien of said deed of trust. Although the Grantee waives its right to pursue a personal judgment against the Grantors for the debt(s) referenced in Paragraph 1, above, the Grantee retains the right to proceed with the foreclosure of the Deed of Trust against the property in the event a foreclosure is required to clear title to the property of any existing or future encumbrances junior to the Deed of Trust.



Dated: 12-07-03, 2003.

Grantors:

[Signature]
TRACY HARRIS

[Signature]
STACEY HARRIS

Grantee:

[Signature]
RONALD T. BARKER

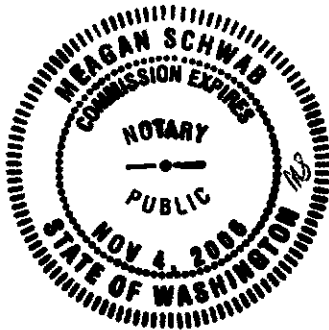
STATE OF WASHINGTON)

: ss

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that TRACY HARRIS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument

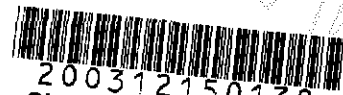
Dated: 12-02, 2003.



[Signature]

Print Name: Megan Schwab
NOTARY PUBLIC in and for the State of Washington, residing at Mt Vernon.

My appointment expires: 11/04/08



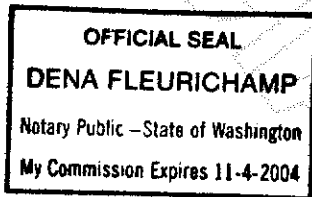
STATE OF WASHINGTON)

: ss

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that STACEY HARRIS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument

Dated: November 21, 2003.



Dena Fleurichamp
Print Name: Dena Fleurichamp
NOTARY PUBLIC in and for the State of
Washington, residing at Sedro Woolley
My appointment expires: 11/4/2004



