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07/13/2022 03:34 PM Pages: 1 of 3 Fees: \$205.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2022 2889
JUL 13 2022

Amount Paid \$ 0
By Skagit Co. Treasurer
Deputy

After Recording Return To:
PUGET SOUND INVESTORS, LLC
P.O. BOX 2116
MOUNT VERNON, WA 98273

DOCUMENT TITLE: QUIT CLAIM DEED IN LIEU OF FORECLOSURE
RELATED DOC.: DEED OF TRUST AFN 202011120055
GRANTORS: SUTHERLAND, WESLEY, and SUTHERLAND, MARY
GRANTEE/BENE.: ELK PROPERTIES, LLC
LEGAL DESC.: Portions of the NE of Sec. 17, the SE of Sec. 8 and of GL7 of Sec. 9 all in Twp. 35 N. R. 4 E., WM
TAX PARCEL NOS.: P44011/350817-1-001-0017, P96422/ 350808-4-001-0103, P100928/350808-4-001-0608, P118403/350809-0-004-1200, and P96424/350809-0-004-0107

QUIT CLAIM DEED (In Lieu of Foreclosure)

The Grantors, WESLEY SUTHERLAND and MARY SUTHERLAND, husband and wife, for and in consideration of in lieu of foreclosure, hereby convey and quit claim to ELK PROPERTIES, LLC, a Washington Limited Liability Company, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the Grantors therein:

Parcel "A":

The North 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 8 East., W.M.

Parcel "B":

Those portions of the Southeast 1/4 of the Southeast 1/4 of Section 8, and of Government Lot 7 of Section 9 all in Township 35 North, Range 8 East, W/M., lying South of the South Skagit Highway; EXCEPT the three following described portions thereof:

1) Mineral Rights as reserved on deed recorded as Skagit County Auditor's File No. 435350;

2) Beginning at a point on the North-South centerline of said Section 8, where said centerline intersects the South right-of-way line of County Road No. 360, commonly known as the South Skagit Highway; thence North 85° 04' East along said right-of-way line 1,000.0 feet; thence South 4° 56' East 200.0 feet; thence South 85° 04' West parallel

with said right-of-way line to the centerline of said Section 8; thence North 0° 01' 29" East along said centerline to the point of beginning.

3) Beginning at the Southwest corner of that certain parcel conveyed to Skagit County by Quit Claim deed dated April 2, 1954, recorded as Auditor's File No. 500631; thence South 00° 26' 59" East along the West line of said subdivision, a distance of 385.07 feet to the South 1/4 corner of said Section 8; thence South 86° 08' 54" East along the South line of said Section 8, a distance of 1,000.00 feet; thence North 01° 15' 52" East, a distance of 548.72 feet to the Southeast corner of said parcel conveyed to Skagit County; thence South 84° 33' 55" West along the South line of said parcel, a distance of 1,017.45 feet to the Point of Beginning.

This deed represents a conveyance to Grantee of all interest the Grantor has in the subject property and is given to Grantee with respect to that certain Promissory Note dated November 12, 2020, and which is secured by that Deed of Trust recorded under Auditor's File No. 202011120055, records of Skagit County, Washington. Though this deed represents a full conveyance of the Grantors interest in the subject real property, it does not prohibit the Grantee from foreclosure of the said Deed of Trust, without recourse to the Grantors. In the event that any creditors of the Grantors should challenge this transfer of title or should they assert priority over the lien and sums due under the said Note and all other sums advanced by the Grantee in connection with the said property, then the Grantee shall have the absolute right to foreclose, either judicially or non-judicially, pursuant to the terms of the said Deed of Trust referenced herein.

The parties intend that this deed will not merge with the Deed of Trust originally given by Grantors to Grantee and that Grantee shall retain all rights to foreclose embodied in the existing Deed of Trust of record and in favor of Grantee.

Grantors are in default in both principal and interest due under the said Note secured by the Deed of Trust. The Note is presently due and payable in full and as of this date the Grantors are unable to meet the obligations of the said Note and Deed of Trust according to the respective terms.

The foregoing is intended as a conveyance, transfer and assignment of all of the Grantors right to possession, rentals and equity of redemption in and to said property as of the date this deed is accepted by Grantee.

The value of the real property conveyed this date is not in excess of the amount of all indebtedness outstanding against such property.

Grantee does not assume any indebtedness of Grantors to any other party by virtue of accepting this deed in lieu of foreclosure.

The transfer of legal title to the real property herein described to Grantee is not intended by the parties to create a merger of the separate estate or title held by Grantee in and under that

certain Deed of Trust referenced above. Rather, it is the intention of Grantors and Grantee that Grantee's security or lien interest in the real property under the Deed of Trust shall continue in force and remain separate and alive.

Dated this 8th day of July, 2022.

[Signature]
WESLEY SUTHERLAND

[Signature]
MARY SUTHERLAND

STATE OF Washington)
) ss.
County of Walla Walla

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, WESLEY SUTHERLAND and MARY SUTHERLAND, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 8th day of July, 2022.

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Walla Walla.
My appointment expires 09/23/24.

