AFN #2009173514 Recorded 08/03/09 at 03:03 PM DocType: MULTI Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 5 Auditor J. Michael Garvison Skamania County, WA

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY

TRUSTEE CORPS 2112 Business Center Dr., 2<sup>nd</sup> Flr Irvine, CA 92612

AND WHEN RECORDED MAIL TO

Indymac Federal Bank, FSB ATTN: RECORDS PROCESSING

155 North Lake Ave Pasadena, CA 91101

H152-440 Steel File No. DIL053588 Title Order No. 31228

REAL ESTATE EXCISE TAX

28147

AUG - 3 2009

CVU YUUU TREASU R.

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Grantor: Grantee: JOSH BUSH, A SINGLE MAN INDYMAC MORTGAGE SERVICES

Abbr. Legal Description:

<SEC 21, T7N, R5E>

Tax Parcel No.:

07-05-21-0-0-0206-00

## **ESTOPPEL AND SOLVENCY AFFIDAVIT**

State of

WASHINGTON

County of

**SKAMANIA** 

JOSH BUSH, A SINGLE MAN, ("Deponent") being first duly sworn, for themselves, deposes and says:

That "Deponent" is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to INDYMAC MORTGAGE SERVICES ("Grantee") dated the June 17, 2009, encompassing the following described property, to wit:

Skamania County Assessor

Date 8-3-09 Parcel# 7-5-21-206

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WAHINGTON, DESCRIBED AS FOLLOWS:

LOT 1 OF THE MITCHELL PEAK VIEW SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 404, SKAMANIA COUNTY RECORDS.

Commonly know as: 1 MITCHELL PEAK COUGAR WA 98616,

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the proffered Deed in Lieu of Foreclosure by the Grantee named therein, together with full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain Deed of Trust heretofore existing on the property therein and hereinbefore, dated <a href="Mailton: 14/4/2006">04/04/2006</a> and recorded <a href="Recorded on 04/13/2006">Recorded on 04/13/2006</a> as <a href="Document No. 2006161191">Document No. 2006161191</a>, of the records of , Washington, executed by <a href="JOSH BUSH">JOSH BUSH</a>, A SINGLE MAN, INDYMAC BANK, F.S.B., and the cancellation of record of said Deed of Trust.

AFN #2009173514 Page: 2 of 5

That the aforesaid deed and conveyance were by this Deponent as the result of their request that the Grantee accept such deed and was their free and voluntary act; that at the time of making said deed this Deponent considered and still consider that the indebtedness above-mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the Deponent or either of them; that as of the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly of indirectly, in said premises, that this Deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; that Deponent in offering to execute the aforesaid deed to the Grantee therein, and in execution same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in said deed, or the agent or attorney or any other representative of the Grantee in said deed; that it was the intention of this Deponent as Grantor in said deed to convey and by said deed the Deponent did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve months nor any contract for the making of repairs or improvements on said premises.

There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the premises and all plumbing, heating, lighting, refrigerating and other equipment is fully paid for including all bills for the repair thereof.

There are no outstanding bill for utilities, unused fuel, gas, electric or sewer.

This affidavit is made for the protection and the benefit of the aforesaid Grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

AFN #2009173514 Page: 3 of 5

DATED: June 2), 3009

By Josh Bush

STATE OF Washington

COUNTY OF

on June 31,2007 before me Borne (

Notary Public in and for said county, personally

WITNESS my hand and official seal.

Notary Public in and for said County and State

Exp: June 26,3011

BONNIE A. FRANKLIN NOTARY PUBLIC STATE OF WASHINGTON COMMISSIONSEALIRES JUNE 26, 2011 AFN #2009173514 Page: 4 of 5

FIRST AMERICAN TITLE INSURANCE COMPANY
RECORDING REQUESTED BY

TRUSTEE CORPS 2112 Business Center Dr., 2<sup>nd</sup> Flr Irvine, CA 92612

AND WHEN RECORDED MAIL TOL Mail TAX STATEMENTS TO: Indymac Federal Bank, FSB ATTN: RECORDS PROCESSING 155 North Lake Ave Pasadena, CA 91101

4152440

File No. DIL053588 Title Order No. 31228

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Grantor: Grantee: JOSH BUSH, A SINGLE MAN INDYMAC MORTGAGE SERVICES

Abbr. Legal Description:

<SEC 21, T7N, R5E>

Tax Parcel No.:

07-05-21-0-0-0206-00

## STATUTORY WARRANTY DEED

The Grantor, <u>JOSH BUSH</u>, <u>A SINGLE MAN</u>, for and in consideration of a DEED IN LIEU OF FORECLOSURE, grants, bargains, sells, conveys, and conforms to <u>INDYMAC MORTGAGE SERVICES</u> under the Deed of Trust <u>Recorded on 04/13/2006 as Document No. 2006/161191</u> the following described real estate, situated in the County of , State of Washington:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WAHINGTON, DESCRIBED AS FOLLOWS:

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Commonly know as: 1 MITCHELL PEAK COUGAR WA 98616,

AFN #2009173514 Page: 5 of 5

DATED CLOCK

By: JOSH BUSH

STATE OF Washington

COUNTY OF Clock

On June 24, 200 ? before me Donniel and Wan Win.

Notary Public in and for said county, personally

proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Exp: June de 2011

DULLA

BONNIE A. FRANKLIN NOTARY PUBLIC STATE OF WASHINES COMMISSION EXPIRES JUNE 26, 2011

personally known to me (or