

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

REAL ESTATE EXCISE TAX

28993

MAR 21 2011

PAID EXEMPT

*Shirley Shirley Deputy*  
SKAMANIA COUNTY TREASURER

76971054

[Space Above This Line For Recording Data]

Exempt per WAC 458-61A-208 3 (a)

173782477

**DEED IN LIEU OF FORECLOSURE**

KNOW ALL MEN BY THESE PRESENTS, that  
Charles M. Shirley AND Bonnie C. Shirley, as husband and wife

hereinafter called grantor, for \$ 1.00 and the consideration hereinafter stated, do hereby grant,  
bargain, sell and convey unto Wells Fargo Financial Washington 1, Inc.

whose address is 4143 121ST STREET, URBANDALE, IOWA 50323  
and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto  
belonging or in any way appertaining, situated in the County of SKAMANIA, State of  
WASHINGTON, described as follows:

S19, T2N, R5E

FULL LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

B  
(PB)

Tax Parcel No: 02-05-19-0-0-0303-00 & 02-05-19-0-0-0302-00

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**Property Address: 2922 Skye Rd, Washougal, WASHINGTON 98671**

**Tax Parcel No: 02051900030300.**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of \$ **1.00** and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on **MARCH 18, 2008**, by **Charles M. Shirley and Bonnie C. Shirley, husband and wife**

in favor of **Wells Fargo Financial Washington 1, Inc.**  
and recorded at **Instrument No. 2008169499**  
real property records of **SKAMANIA**

County on **APRIL 7, 2008.**

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**See Estoppel Affidavit attached as Exhibit "A"**

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IN WITNESS WHEREOF, the grantor has executed this instrument on January 21, 2011.

Charles M. Shirley  
Charles M. Shirley

(Seal)  
- Grantor

Bonnie C. Shirley  
Bonnie C. Shirley

(Seal)  
- Grantor

[Space Below This Line For Acknowledgment]

State of Washington

County of Clark

I certify that I know or have satisfactory evidence that  
Charles M. Shirley and Bonnie C. Shirley, husband and wife

are is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the users and purposes mentioned in the instrument. at here

Dated 21 January 2011

(Signature)

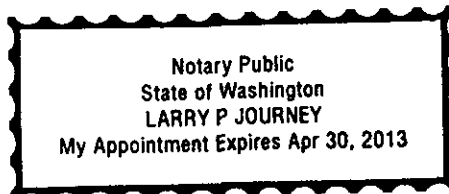
Larry P. Journey  
Larry P. Journey

(Seal or stamp)

Title

Notary Public

My appointment expires April 30, 2011



When Recorded Mail To:  
RELS SETTLEMENT SERVICES  
5700 SMETANA DRIVE, SUITE 400  
~~MINNETONKA, MN 55343~~

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Exhibit "A"

**ESTOPPEL AFFIDAVIT**

STATE OF WASHINGTON

173782477

SS.

COUNTY OF ~~SKAMANIA~~ Clark <sup>(AB)</sup>

Charles M. Shirley AND Bonnie C. Shirley, as husband and wife

\_\_\_\_\_, ("Grantor"), being first  
duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that  
certain Deed in Lieu of Foreclosure to Wells Fargo Financial Washington 1, Inc.

("Grantee"), dated January 21, 2011, conveying the following described property, to-wit:

S19, T2N, R5E

FULL LEGAL DESCRIPTION SEE EXHIBIT "X" ATTACHED HERETO AND MADE A PART HEREOF;

B  
<sup>(AB)</sup>

Tax Parcel No.: 02-05-19-0-0-0303-00 & 02-05-19-0-0-0302-00

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That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Grantee and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to Grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Grantee;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was not other person or persons, firms or corporations, other than Grantee who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$ **1.00**, by Grantee and Grantee's agreement to forbear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by **Charles M. Shirley and Bonnie C. Shirley, husband and wife**

to **Wells Fargo Financial Washington 1, Inc.**

dated **MARCH 18, 2008** and recorded at **Instrument No. 2008169499**,  
of **SKAMANIA** County, State of **WASHINGTON**.

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, or the truth of the particular facts hereinabove set forth.

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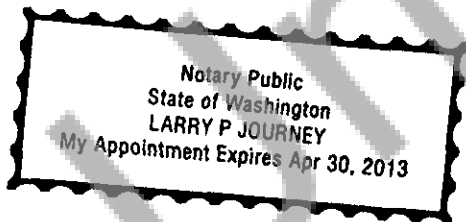
WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVISE.

Dated: 21 January, 2011.

Charles M. Shirley (Seal)  
Charles M. Shirley - Grantor

Bonnie C. Shirley (Seal)  
Bonnie C. Shirley - Grantor

Subscribed and sworn to before me this 21<sup>st</sup> day of January, 2011, by  
Charles M. Shirley and Bonnie C. Shirley, husband and wife



Larry P. Journey  
NOTARY PUBLIC  
Larry P. Journey

Exhibit A B  
AB

PARCEL I

THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE SOUTH 396 FEET THEREOF.  
Parcel No. 02-05-19-0-0-0302-00

PARCEL II

THE SOUTH 396 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 660 FEET OF THE WEST 1,320 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19.  
Parcel No. 02-05-19-0-0-0303-00

PARCEL III

THE NORTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THE WEST HALF OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 660 FEET; THENCE EAST 1,320 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1,320 FEET TO THE POINT OF BEGINNING, AS RECORDED IN BOOK 159, PAGE 810.

Parcel No. 02-05-19-0-0-0303-00

Skamania County Assessor  
Date 3-21-11 Parcel# 2-5-19-302  
AB 2-5-19-303