

When Recorded Return to:

HOMESTREET BANK  
Attn: Michaela Ciesynski/Loan Servicing  
33405 Eighth Ave S, Suite 100  
Federal Way, WA 98003

Send Tax Statements to:

U.S. Department of Housing & Urban  
Development  
Santa Ana Homeownership Center  
Santa Ana Federal Building  
34 Civic Center Plaza, Room 7015  
Santa Ana, CA 92701-4003

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
31847  
MAY 23 2016

PAID EXEMPT  
*Michaela Ciesynski*  
SKAMANIA COUNTY TREASURER

Loan No. 517783  
MIN # 100047200005177836

NON-MERGER STATUTORY WARRANTY  
DEED IN LIEU OF FORECLOSURE

Grantor(s):	Michael P. Brown, as Successor Co-Trustee of the Cheryl L. Brown Revocable Living Trust dated June 11,2012		
Grantee(s):	HOMESTREET BANK		
Legal Description (abbreviated):	PORTION OF LOT 8, STEVENSON PARK ADDITION		
	<input checked="" type="checkbox"/> Complete legal on EXHIBIT A		
Assessor's Tax Parcel Identification No(s):	03-07-36-2-4-0500-00	YWM	5-19-16
Reference No. of Related Documents:	2012180428		

This NON-MERGER STATUTORY WARRANTY DEED IN LIEU OF FORECLOSURE (the “*Deed in Lieu*”) dated October 1, 2015, is made by and among Michael P. Brown, as Successor Co-Trustee of the Cheryl L. Brown Revocable Living Trust dated June 11,2012, (“*Grantor*”), and HOMESTREET BANK, a Washington state chartered savings bank (“*Grantee*”).

1. **Grant.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby irrevocably and unconditionally conveys and warrants to Grantee, the real property located in Skamania County, Washington and legally described on EXHIBIT A, attached hereto, together with all improvements erected on, attached to, located on, or used in connection with the real property, and all easements, appurtenances, and fixtures attached to the real property (the “*Property*”).

2. **Deed in Lieu.** This Deed in Lieu is an absolute conveyance, assignment, and transfer of Grantor’s entire interest in the Property and is executed and delivered by Grantor in connection with the Deed of Trust dated October 1, 2015, and recorded on in the Official Records of Skamania County, Washington, under Recording No. 2012180428(the “*Deed of Trust*”).

**3. Warranties.** In executing this Deed in Lieu, Grantor warrants and covenants, and Grantee agrees in accepting this Deed in Lieu, as follows:

**3.1** Grantor is the owner of the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed in Lieu.

**3.2** The consideration for execution of this Deed in Lieu for the Property consists of: (a) a cash payment to Grantor by Grantee of \$0.00 and (b)] Grantee's covenant not to make demand or commence any action against Grantor for collection of the indebtedness under the loan secured by the Deed of Trust (the "**Loan**"), as more fully described in Section 7 below. Nothing herein is intended or shall be construed to release Grantor from any obligations to Grantee, or to preclude or otherwise prejudice Grantee's right to proceed with a foreclosure action against the Property.

**3.3** The consideration for the execution of this Deed in Lieu is equal to or greater than the fair market value of the Property and includes the fair and reasonable value of Grantor's interest in the Property.

**3.4** This Deed in Lieu is executed freely and voluntarily by Grantor, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantor and Grantee, is not made in preference to Grantee over other creditors, 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 any other applicable laws.

**3.5** This Deed in Lieu is not given as security for the payment of money or indebtedness, or as security of any kind or nature. There is no agreement or understanding, oral or written, between Grantor and Grantee, or any other person, relative to a conveyance of the Property back to Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from the Property by sale or otherwise. Grantor waives, surrenders, and relinquishes any equity of redemption or statutory rights of redemption that Grantor may have in connection with the Property and the Deed of Trust.

**3.6** Actual possession of the Property shall be surrendered and delivered to Grantee. Grantor intends by this Deed in Lieu to vest the absolute and unconditional title to the Property in Grantee, and forever estop and bar Grantor, and all of Grantor's successors in interest, from having or claiming any right, title or interest of any nature whatsoever, either in law or equity, or in possession or in expectancy, in and to the Property or any part thereof. In this regard, and in reliance upon this Deed in Lieu and all of Grantor's warranties and representations made herein, Grantee shall be entitled to exercise and enjoy all of the rights, responsibilities, powers and privileges associated with the Property, including without limitation, maintaining and improving the Property as Grantee deems appropriate, selling the Property at such time and on such terms as Grantee deems appropriate, paying taxes and assessments levied against the Property, and otherwise acting with respect to the Property consistent with the quiet enjoyment and ownership thereof by Grantee.

**3.7** Grantor represents and warrants that during the period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 *et seq.* ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), other applicable federal, state or local laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee harmless from and against any and all claims, losses, and liabilities resulting from a breach of this representation

and warranty. This duty of indemnification survives recording of this Deed in Lieu and subsequent transfers of the Property.

**3.8** Grantor further warrants and represents: (a) that Grantor has full power and authority to execute and deliver this Deed in Lieu, (b) Grantor is not acting under the influence or misrepresentations of Grantee, Grantee's agents or lawyers, or any other person, (c) the consideration given to Grantor by Grantee for this conveyance equals or exceeds the value of the right, title, and interest of Grantor in and to the Property, (d) Grantor has been advised by Grantee to seek independent legal counsel and has had the opportunity to consult with legal counsel of Grantor's choosing, (e) there are no agreements, oral or written, other than those reflected in this Deed in Lieu, between Grantor and Grantee with respect to the ownership or possession of the Property, and (f) Grantor fully understands the terms and effect of this Deed in Lieu.

**4. Non-Merger.** It is the express intent of Grantor and Grantee that this Deed in Lieu shall not operate to extinguish, satisfy the indebtedness secured by, or in any way affect the Deed of Trust or the security agreements incorporated therein and the Deed of Trust shall not be merged into the fee title conveyed herein or otherwise released by the recording hereof. The Deed of Trust shall remain a lien on the Property. Although Grantee agrees not to take any action to seek or obtain a personal judgment against Grantor for Grantor's obligations secured by the Deed of Trust, Grantee retains the right to proceed with foreclosure actions under the Deed of Trust and any related security agreements against the Property at any time to clear title to the Property of any existing or future encumbrances subordinate to the Deed of Trust.

**5. No Assumption by Grantee.** Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, obligations, or liabilities that relate or attach to the Property or any other liability of Grantor.

**6. Grantor's Release.** Grantor hereby unconditionally and irrevocably releases and discharges Grantee, and all of Grantee's affiliates, agents, assigns, attorneys, consultants, directors, employees, insurers, officers, principals, subsidiaries, and successors from any and all claims, demands, damages, suits, rights, or causes of action of every kind (together "**Claims**") and nature that may exist, or have existed, from the beginning of time through the date hereof, whether known or unknown, contingent or matured, foreseen or unforeseen, asserted or unasserted, including without limitation all claims for compensatory, consequential, general, incidental, punitive, and special damages, attorney fees, and equitable relief, including but not limited to Claims arising out of or in any way relating to (a) Grantee's business relationship with the Grantor, (b) the Loan, (c) this Deed in Lieu, and (d) any negotiations, dealings, or transactions between the Grantor and Grantee arising out or in any way relating to any of the foregoing.

**7. Grantee's Release.** Grantee covenants and agrees that it will not, at any time, make demand or commence any lawsuit or action, whether in law or in equity, against Grantor for collection of the indebtedness owed under the Loan, except that Grantee retains the right to (a) commence a foreclosure action under the Deed of Trust as provided in Section 4 above, (b) protect its interest in the Property with respect to any bankruptcy proceeding, and (c) sue Grantor for any breach of the environmental representations and warranties set forth in Section 3.7 above.

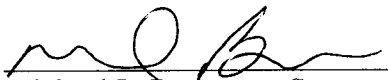
**8. Counterparts.** This Deed in Lieu may be executed in counterparts, all of which shall be considered together as a single instrument. Separate signature pages may be attached to this Deed in Lieu for recording purposes.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

GRANTOR HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF GRANTOR’S CHOOSING PRIOR TO SIGNING THIS DEED IN LIEU. GRANTOR IS SIGNING THIS DEED IN LIEU FREELY AND VOLUNTARILY, AND NOT UNDER COERCION OR DURESS.

DATED as of the day and year first above written.

GRANTOR:

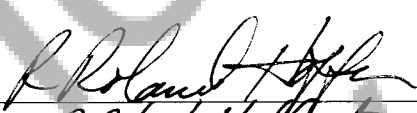
  
Michael P. Brown, as Successor Co-Trustee of the Cheryl L. Brown Revocable Living Trust dated June 11,2012

GRANTEE:

HOMESTREET BANK,  
a Washington State Chartered Savings Bank

By  *RA 9/30/15*  
Name: *Randy Hoffert*  
Title: *AvP*

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation and Nominee for Lender

By   
Name: *R. Roland Hoffert*  
Title: *ASST Sec*

GRANTOR HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF GRANTOR’S CHOOSING PRIOR TO SIGNING THIS DEED IN LIEU. GRANTOR IS SIGNING THIS DEED IN LIEU FREELY AND VOLUNTARILY, AND NOT UNDER COERCION OR DURESS.

DATED as of the day and year first above written.

GRANTOR:

GRANTEE:

Michael P. Brown, as Successor Co-Trustee of the Cheryl L. Brown Revocable Living Trust dated June 11,2012

HOMESTREET BANK,  
a Washington State Chartered Savings Bank

By Patty Mucha  
Name: PATTY MUCHA  
Title: Assistant Vice President

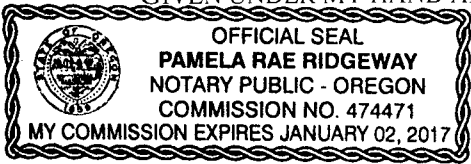
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a Delaware corporation and  
Nominee for Lender

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Oregon }  
COUNTY OF Clatsop } ss.

I certify that I know or have satisfactory evidence that Michael P. Brown, as Successor Co-Trustee of the Cheryl L. Brown Revocable Living Trust dated June 11, 2012, is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9<sup>th</sup> day of Sept., 2015.



(Seal or Stamp)

Printed Name Pamela Rae Ridgeway  
NOTARY PUBLIC in and for the State of Oregon,  
residing at Warrenton, OR  
My Commission Expires January 02, 2017

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Michael Brown is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of HOMESTREET BANK, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_, 2015.

(Seal or Stamp)

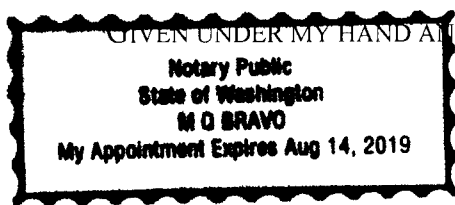
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_.

STATE OF WASHINGTON

COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that Randy Hoffer is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Assistant Vice President of HOMESTREET BANK, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



(Seal or Stamp)

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30<sup>th</sup> day of Sept, 2015.

M. D. BRAVO  
Printed Name M. D. BRAVO  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My Commission Expires 8/14/19

Unofficial Copy



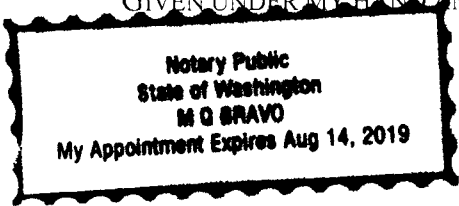
STATE OF WASHINGTON

COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that Patty Huckaby is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Assistant Vice President of HOMESTREET BANK, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30<sup>th</sup> day of Sept, 2015.



(Seal or Stamp)

M. Q. Bravo  
Printed Name M. Q. Bravo  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My Commission Expires 8/14/19

Unofficial Copy



EXHIBIT "A"

A tract of land located in Lot 8 of STEVENSON PARK ADDITION in the Henry Shepard D.L.C. in the Southeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the City of Stevenson, County of Skamania and State of Washington, being more particularly described as follows:

Beginning at a 1/2" iron rod with yellow plastic cap marked "WYEAST PLS 29288" that bears 713.83 feet South and 50.00 feet East from the Northwest corner of the Henry Shepard D.L.C.; THENCE North, parallel with the West line of said Shepard D.L.C. and with the West line of Lot 8 of Stevenson Park Addition, a distance of 36.12 feet; thence North 60° West, a distance of 49.65 feet to a point 7 feet East of the West line of said Lot 8; thence North, parallel with said West line, a distance of 163 feet, more or less, to the Southerly right of way line of Gropper Road; thence Southeasterly, along said Southerly line to its intersection with the Westerly right of way line of Kanaka Creek Road; thence Southeasterly along said Westerly line, to a similar 1/2" iron rod that bears North 77° 42' 01" West, a distance of 236.38 feet to the Point of Beginning.