

12

SKAGIT COUNTY WASHINGTON
KATHY HILL

AFTER RECORDING RETURN TO:

'99 JAN 20 P3:33

ContiMortgage Corporation
PO BOX 900
Suite 32
Hatboro PA 19040-3430

RECORDED FILED
REQUEST OF

9901200153

Filion, 652-8992.01

FIRST AMERICAN TITLE CO.

0005489638

56238

Document Title(s):

Trustee's Deed

Reference Number(s) of Documents assigned or released:

9711260139, which was assigned under Auditor's File No.
9803310050

Grantor:

1. DCBL, Inc., Trustee

Grantee:

1. ContiMortgage Corporation

Abbreviated Legal Description as follows:

PTN TRACT 38, "CHEASTY'S BIG LAKE TRACTS"

Complete legal description is on Exhibit "A" of document

Assessor's Property Tax Parcel/Account Number(s):

3882-000-039-0101

27472
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 20 1999

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

9901200153

BK1931PG0317

Trustee's Deed
Page 1

AFTER RECORDING RETURN TO:
ContiMortgage Corporation
PO BOX 900
Suite 32
Hatboro PA 19040-3430
(Filion, 652-8992.01)

Property Address: 1735 Lakeview Blvd.

Lender Loan No. 0005489638

TRUSTEE'S DEED

THE GRANTOR, DCBL, INC., as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payments, recited below, hereby grants and conveys without warranty, to ContiMortgage Corporation, **GRANTEE**, that real property, situated in the County of Skagit, State of Washington, described as follows:

See Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Randolph V. Filion, as his separate estate, as Grantor, to First American Title Insurance Company of Washington, as Trustee, and Royal Mortgage Partners, a California L.P. dba Royal Mortgagebanc, as Beneficiary, dated November 24, 1997, recorded November 26, 1997, as No. 9711260139, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payments of a promissory note according to the terms thereof, in favor of Royal Mortgage Partners, a California L.P. dba Royal Mortgagebanc and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor as set forth in "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made operative the power to sell, the thirty day advance "Notice of Default" was transmitted to the Grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. ContiMortgage Corporation, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.
6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of

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0.122 1999

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Trustee's Deed
Page 2

Trust, executed and on October 12, 1998, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property, as No. 9810120129.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as inside the front entrance of the Skagit County Courthouse located at 2nd and Kincaid in the City of Mt. Vernon, a public place on January 15, 1999 at 10:00 a.m. o'clock a.m., and in accordance with law, caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to ninety days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted or served to or upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
10. The default specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on January 15, 1999, the date of sale, which was not less than 190 days before the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of

Trustee's Deed
Page 3

\$102,000.00 (cash) (by credit bid against the obligation secured by said deed of trust, together with all fees, costs and expenses provided by statute).

DATED: January 15, 1999.

DCBL, INC., Successor Trustee

By:

Lorraine E. Graeff
Lorraine E. Graeff
Assistant Vice President

State of Washington)

) ss.

County of King)

On this 15th day of January, 1999, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lorraine E. Graeff, to me known to be Assistant Vice President of DCBL, INC., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Chris Clark
Chris Clark

Notary Public in and for the State of
Washington, residing at King County.
My Commission Expires: 10-31-2002.

FORBASTD.FRM REV 1/18/99



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EXHIBIT "A"

Parcel A

All of Tract 38 and that portion of Tract 39 of "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 4 of Plats, Page 49, records of Skagit County, Washington, as follows:

Beginning at the Southeasterly corner of Tract 38 of said plat; thence Southeasterly along Lake Drive, a distance of 5 feet; thence Northerly in a straight line to a point on the Southeasterly line of Tract 38, that is 10 feet Northerly of the point of beginning, as measured along the common boundary line between Tracts 38 and 39 of said plat; thence South 43 degrees 15'26" East, a distance of 10 feet to the point of beginning.

Parcel B

An undivided 1/9 interest in and to the following:

That portion of Tract 53, "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 4 of Plats, Page 49, records of Skagit County, Washington, lying Southerly of the following described line:

Beginning at the Northeasterly corner of said Tract 53; thence South 66 degrees 21'46" West along the Northerly line of said Tract, a distance of 117.79 feet to the true point of beginning of this line; thence Easterly to a point on the Easterly line of said Tract 53, that is 25.30 feet South of the Northeasterly corner of said Tract, as measured along the East line thereof and the terminus of said line.

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