## RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

H&L Services, Inc., Trustee 1111 Third Avenue, #3400 Seattle, WA 98101



TRUSTEE'S DEED

FIRST AMERICAN TITLE CO.

Grantor

H&L Services. Inc.

59657

Grantee:

FIRST BANK NATIONAL ASSOCIATION, TR U/A dtd 01/01/96 (EQCC Home Equity Loan Trust 1996-1)

Legal Description:

Section 19, Township 34, Range 4; Portion Government Lot 9

Assessor's Tax Parcel ID#:

3769-034-019-0706 (R54853)

Reference # (If applicable):

33018 SKAGIT COUNTY WASHINGTON

ESQUIVEL 64077-32276

DEC 22 1999

TRUSTEE'S DEED

Amount Paid & O Skagit Co. Treasurer
By Deputy

THE GRANTOR, H&L SERVICES, INC., as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment, recited below, hereby grants and conveys, without warranty, to: FIRST BANK NATIONAL ASSOCIATION, TR U/A dtd 01/01/96 (EQCC Home Equity Loan Trust 1996-1), GRANTEE, the real property, situated in the County of Skagit, State of Washington, described as follows:

SEE APPENDED LEGAL DESCRIPTION

## 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 Ramona H. Esquivel, as her separate estate, as Grantor, to Island Title Company, as Trustee and EquiCredit Corporation of WA, as Beneficiary, dated 12/5/95, recorded 12/8/95, as No. 9512080026, records of Skagit County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$34,000.00, with interest thereon, according to the terms thereof, in favor of EquiCredit Corporation of WA, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

The beneficial interest was assigned to First Bank National Association, TR U/A dtd 01/01/96 (EQCC Home Equity Loan Trust 1996-1) under assignment recorded under Skagit

County Auditor's/Recorder's No. 9603050034. The current beneficiary has assigned its right to receive the Trustee's Deed to the Grantee herein.

- 3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
- 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 30 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. First Bank National Association, TR U/A dtd 01/01/96 (EQCC Home Equity Loan Trust 1996-1), 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 Trust, executed and on September 10 1999 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as No. 199909100115.
- The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as Skagit County Courthouse, a public place, on 12/17/99, at 10:00 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 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the 32nd and 28th day before the sale, and once between the 11th and 7th 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 6I.24 RCW.

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10. The defaults 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 12/17/99, the date of sale, which was not less that 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction under the highest bid therefore, the property hereinabove described, for the sum of \$42,900.00 (by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expenses as provided by statute).

DATED this December 20, 1999.

Winston Khan, Jr., Manager H&L Services, Inc., Trustee

STATE OF WASHINGTON

SS

COUNTY OF KING

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Winston Khan, Jr. to me known to be the Manager of H & L SERVICES, 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 stated that she is authorized to execute the said instrument.

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

By: Christopher S. Ashcraft

Notary Public in and for the State of Washington

Residing at: Seattle

My Commission Expires: 3/9/02

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THAT PORTION OF GOVERNMENT LOT 9 IN SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 602.5 FEET SOUTH AND 155 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION;

THENCE WEST 101.32 FEET; THENCE NORTH 60 FEET; THENCE EAST 101.32 FEET; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 50.66 FEET THEREOF, SITUATED IN SKAGIT COUNTY, WASHINGTON.

