

After Recording Return To:
Becky Baker
North Pacific Trustee, Inc.
P.O. Box 4143
Bellevue, WA 98009-4143



200008150026
Kathy Hill, Skagit County Auditor
8/15/2000 Page 1 of 2 9:48:37AM

File No: 7420.20002/Miner, Jack L. and Karen L.

FIRST AMERICAN TITLE CO.

61775-1

Trustee's Deed

The GRANTOR, North Pacific Trustee, Inc., as present Trustee under that Deed of Trust (defined below) in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to Mercantile Bank fka Roosevelt Bank, as GRANTEE, all real property (the property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 3853-000-008-0004 R61664

Lot 8 "Aemmer Addition to Mount Vernon", as per Plat recorded in Volume 7 of Plats at Page 92, in the records of Skagit County, State of Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Jack L. Miner and Karen L. Miner, husband and wife, as Grantor, to First American Title Ins. Co., as Trustee, and Norwest Mortgage, Inc., Beneficiary, dated 03/22/94, recorded 04/07/94, under Auditor's/Recorder's No. 9404070079, records of Skagit County, Washington and subsequently assigned to Roosevelt Bank, nka Mercantile Bank under Skagit County Auditor's/Recorder's No. 9609260041.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note(s) ("Note") in the sum of \$125,450.00 with interest thereon, according to the terms thereof, in favor of Norwest Mortgage, Inc. and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The Deed of Trust provides that the Property is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. Mercantile Bank fka Roosevelt Bank, being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the described property in accordance with law and the terms of the Deed of Trust.
6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 04/26/00, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 200004260113.
7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street, City of Mount Vernon, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the 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 Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once

between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action was pending on an obligation secured by the 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 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 08/04/00, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$117,213.00 by the satisfaction in full of the obligation then secured by the Deed of Trust, together with all fees, costs and expenses as provided by statute.

DATED: August 10, 2000

GRANTOR
North Pacific Trustee, Inc.

By

David E. Fennell, Vice President

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me David E. Fennell to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal: August 10, 2000

HEDA S. A. ACEVEDOU
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 11-17-03

Heda S.A. Acevedou

NOTARY PUBLIC in and for the State of Washington,
residing at Bellevue
My commission expires: 11/17/03

36755
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 15 2000

Amount Paid \$
Skagit County Treasurer
By: DC Deputy



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Kathy Hill, Skagit County Auditor
8/15/2000 Page 2 of 2 9:48:37AM