



200008160063

Kathy Hill, Skagit County Auditor
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RECORDING REQUESTED BY:
LandSafe Title of Washington
c/o CTC Real Estate Services

After recording, return to:
LandSafe Title of Washington
c/o CTC Real Estate Services
P.O Box 10284
Van Nuys, CA 91410-0284

Forward Tax Statements to
Address listed above

Loan No: 3444855
File No.: 2000 - 2983

FIRST AMERICAN TITLE CO.

61887

29-34-4 SW-SE & SE-SW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Trustee's Deed

The GRANTOR, LandSafe Title of Washington, 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 BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES # 99-3, as GRANTEE, all real property (the property), situated in the county of Skagit, state of Washington, described as follows:

Tax Parcel No.: 3404-294-036-0001
SEE ATTACHED EXHIBIT "A"

36792
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

AUG 16 2000

Amount Paid \$ 0
Skagit Co. Treasurer
By *[Signature]* Deputy

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by the certain Deed of Trust between DALE BYERS AND KELLEY BYERS, HUSBAND AND WIFE, as Grantor, to FIRST AMERICAN TITLE COMPANY, as Trustee, and FULL SPECTRUM LENDING, INC., Beneficiary, dated 8/18/99 recorded 8/25/99, under Auditor's/Recorder's No. 19908250112, records of Skagit County, Washington and subsequently assigned to BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES # 99-3 under Skagit County Auditor's/Recorder's No. 200004110080.

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 \$173,900.00 with interest thereon, according to the terms thereof, in favor of FULL SPECTRUM LENDING, 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 the law.

5. BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES # 99-3, 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 the 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 5/9/00, 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. 200005090095.

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, Mount Vernon, a public place, at 10:00 o'clock, 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-second and twenty-eighth day before the date of sale, and once between the eleventh and 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 8/11/00, 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 \$133,450.00(cash) (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).



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DATED: 08/13/00

BY: Eva Tapia
EVA TAPIA Assistant Vice President

State of: California
County of: Ventura

On 8-13-00 before me Cathy Paez, notary public, personally appeared Eva Tapia, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]



SCHEDULE "C"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the Southwest 1/4 of the Southeast 1/4 and of the Southeast 1/4 of the Southwest 1/4, Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 29, 627 feet North of the Southwest corner of said subdivision; thence South 1 degree 57' 30" East along the West line of said Southwest 1/4 of the Southeast 1/4, a distance of 150 feet to the South line of a tract conveyed to J.J. Backer, by Deed dated May 9, 1928, recorded May 11, 1928, under Auditor's File No. 213173; thence West to the East line of Blodgett Road and the true point of beginning of this description; thence East to a point 200 feet East of the West line of the Southwest 1/4 of the Southeast 1/4; thence North, 85 feet; thence Westerly in a straight line to a point on the East line of Blodgett Road, which is 75 feet Northwesterly from the point of beginning; thence Southeasterly along Blodgett Road, 75 feet to the point of beginning, EXCEPT that portion lying within the South 30 rods of the Southeast 1/4 of the Southwest 1/4 of said Section 29, lying Easterly of Blodgett Road.



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