



200008250093

Kathy Hill, Skagit County Auditor

8/25/2000 Page 1 of 2 11:47:55AM

Filed for Record at Request of

THE MONEY STORE
4837 WATT AVENUE SUITE 200
SACRAMENTO, CA 95660

T.S. # 11445-KL3 LOAN NO. 72821119

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUSTEE'S DEED FIRST AMERICAN TITLE CO.

61077

The **GRANTOR**, CONSOLIDATED RECONVEYANCE COMPANY, A DIVISION OF CHICAGO TITLE INSURANCE COMPANY, 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:

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF FEBRUARY 29, 1996, SERIES 1996-A

GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

THE WEST 10 FEET OF LOT 12, LOT 14, EXCEPT THE WEST 26 FEET THEREOF, AND ALL OF LOT 13, BLOCK 21, "PLAT OF TOWN OF SEDRO" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON. APN 4149-021-014-0103

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 MARK C. SHILLINGER AND SHERRY A. SHILLINGER HUSBAND AND WIFE, as Grantor, to WASHINGTON ADMINISTRATIVE SVCES, as Trustee, and TMS MORTGAGE INC., DBA THE MONEY STORE, as Beneficiary, dated 1/26/96, recorded 1/30/96, as Instrument No. 9601300077, in Book/Reel 1515, Page/Frame 0441, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$88,000.00 with interest thereon, according to the terms thereof, in favor of TMS MORTGAGE INC., DBA THE MONEY STORE 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 make 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. THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF FEBRUARY 29, 1996, SERIES 1996-A being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent 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 recorded on 5/11/2000 in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. 200005110061.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as , THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3RD AND KINCAID STREET, MOUNT VERNON, WA, a public place, on 8/11/2000 at 10:00 AM, 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 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 this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
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 defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 8/11/2000, the date of sale, which was not less than 190 days from 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 \$79,032.02, 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.

SKAGIT COUNTY WASHINGTON ³⁶⁹⁶¹
 Date: 8/11/2000 Real Estate Excise Tax Consolidated Reconveyance Company
 a Division of Fidelity National Default Solutions
AUG 25 2000
 Amount Paid \$
 Skagit Co. Treasurer
 By *LP* Deputy

 KENNETH A. CARMONA, VICE PRESIDENT
 State of CALIFORNIA)
 County of LOS ANGELES)

On 8/11/2000, before me, VANESSA PEREZ, a Notary Public in and for said County and State, personally appeared KENNETH A. CARMONA personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me 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 *[Signature]*
 NOTARY PUBLIC in and for the State of CALIFORNIA
 residing at LOS ANGELES

My commission expires:

ALL-PURPOSE ACKNOWLEDGMENT



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Kathy Hill, Skagit County Auditor

