


RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

Jeffrey W. Benham  
1100A East College Way  
Mount Vernon, WA 98273

  
200011270126  
Skagit County Auditor  
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TRUSTEE'S DEED

Grantor: H&L Services, Inc.  
Grantee: JEFFREY W. BENHAM, AS HIS SEPARATE ESTATE  
Legal Description: Lot 1, "Deiter's Acreage Skagit County", Vol. 3, Page 53  
Assessor's Tax Parcel ID#: 3899-000-001-0700 R64930  
Reference # (If applicable):

GILLOGLY  
91850-29100

38326  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

NOV 27 2000

TRUSTEE'S DEED

Amount Paid \$  
Skagit County 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: JEFFREY W. BENHAM, AS HIS SEPARATE ESTATE, GRANTEE, the real property, situated in the County of Skagit, State of Washington, described as follows:

LOT 1, "DEITER'S ACREAGE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 53, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE EAST 140 FEET THEREOF, AND EXCEPT THE WEST 30 FEET THEREOF; AND EXCEPT THE SOUTH 425 FEET THEREOF.

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 JAMES R. GILLOGLY A MARRIED MAN AS HIS SEPARATE ESTATE, as Grantor, to FIRST AMERICAN TITLE, as Trustee and WASHINGTON MUTUAL BANK, as Beneficiary, dated July 9, 1998, recorded July 14, 1998, as No. 9807140068, 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 \$65,000.00, with interest thereon, according to the terms thereof, in favor of WASHINGTON MUTUAL BANK, 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 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. Washington Mutual Bank, 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 August 10, 2000 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as No. 200008100035.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as Skagit County Courthouse, a public place, on 11/17/00, 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 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 11/17/00, 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 under the

DATED this November 21, 2000.

By:

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

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

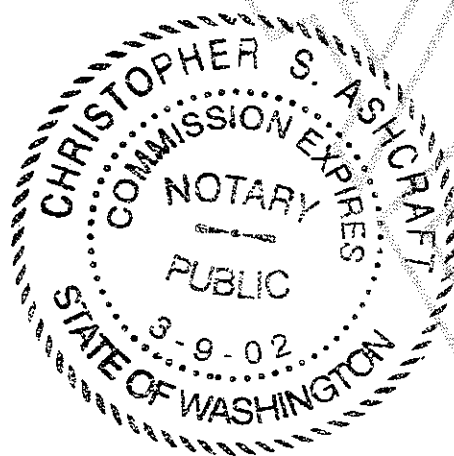
By: Christopher S. Ashcraft

Notary Public in and for the State of Washington

Residing at: Seattle

My Commission Expires: 3/9/02

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