After Recording Return To:
U.S. Bank, National Association
C/o PNC Mortgage Corp. of America
Mailstop K7-K4AV-OB-2
539 South 4th Avenue
Louisville, KY 40202

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File No.: 7273.21292/Ruddell, Lowrie R.

Servicer Loan No.: 0092879875

FIRST AMERICAN TITLE CO.

62636

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 U.S. Bank, National Association, nka U.S. Bank, National Association, as GRANTEE, all real property (the property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 3882-000-019-0006-R64406

Abbreviated Legal: Ptn. Lots 16 - 19, Cheasty's Big Lake Tracts, aka Tract "A" of Surveys, Vol. 5, Page 67

SEE ATTACHED

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 Lowrie R. Ruddell, as a separate estate, as Grantor, to First American Title Insurance Company, a California corporation, as Trustee, and U.S. Savings Bank of Washington, nka U.S. Bank, National Association, Beneficiary, dated 11/24/93, recorded 12/16/93, under Auditor's/Recorder's No. 9312160117, records of Skagit County, Washington.
- 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 \$94,400.00 with interest thereon, according to the terms thereof, in favor of U.S. Savings Bank of Washington, nka U.S. Bank, National Association 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. U.S. Bank, National Association, nka U.S. Bank, National Association, 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 08/28/00, 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. 200008280072.
- 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 Peed 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 12/01/00, 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 \$145,043.49 (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).

DATED: December 6, 2000

GRANTOR
North Pacific Trustee, Inc.

By_

David E. Fennell, Vice President

STATE OF WASHINGTON)

COUNTY OF KING

) ss.

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: December 6, 2000

JULIETH DONATO
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 3-17-03

huljeth Donato

NOTARY PUBLIC in and for the State of Washington,

residing at ____

<u>Bellevue</u>

My commission expires:

3/17/03

38514 SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID

DEC 08 2000

Amount Paid \$ Skagit County Treasurer
By: WWW Deputy

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PARCEL A

Tract "A" of that certain survey recorded under Auditor's File No. 8310180016 in Volume 5 of Surveys, Pages 67 and 68; being a portion of Tracts 16 and 17, "PLAT OF CHEASTY'S BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON", according to the Plat recorded in Volume 4 of Plats, Page 49, records of Skagit County, Washington.

PARCEL B

An undivided 1/9 interest in and to the following:

That portion of Tract 53, "PLAT OF CHEASTY'S BIG LAKE TRACTS", according to the plat recorded in Volume 4 of Plats, Page 49, records of Skagit County, Washington, lying Southerly of the following described line:

Beginning at the Northeasterly corner of said Tract 53; thence South 66 degrees 21' 46" West along the Northerly line of said Tract a distance of 117.79 feet to the true point of beginning of this line; thence Easterly to a point of the Easterly line of said Tract 53 that is 25.30 feet South of the Northeasterly corner of said Tract, as measured along the East line thereof and the terminus of said line.

PARCEL C

The Westerly 71.09 feet, as measured along the Northerly line thereof, of Tract E-2 of Short Plat No. 25-83, approved March 16, 1984 and recorded March 19, 1984, under Auditor's File No. 8403190046, in Book 6 of Short Plats, Page 128, records of Skagit County, Washington; being a portion of Tracts 17, 18 and 23 of "PLAT OF CHEASTY'S BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, Fage 49, records of Skagit County, Washington.

TOGETHER WITH second class shore lands, if any , as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon Tact 53 of said Plat of Cheasty's Big Lake Tracts. EXCEPT mineral rights as reserved in deed recorded in Volume 133 of Deeds, page 11, records of Skagit County, Washington.

"TOGETHER WITH one share in BIG LAKE Water Association as to the legal description herein".

200012080008

, Skagit County Auditor

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