



200106050139

, Skagit County Auditor

6/5/2001 Page 1 of 5 4:03:23PM

John C. Merkel
Attorney at Law
999 Third Avenue, Suite 2525
Seattle, WA 98104

FIRST AMERICAN TITLE CO.

62778

TRUSTEE'S DEED

ORIGINAL

Grantor (Trustee): MERKEL, JOHN C.
Grantee (Lender): ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC
Legal Description: SEC 5, T34, R5, SW ¼-NW1/4 aka Lot 3, Short Plat
51-73 Skagit COUNTY, WASHINGTON. Additional
Legal on last Page.
Assessor's Tax ID: 340505-2-003-0706 (R30061)
Ref. Nos. of Related Documents: DOT Rec. #9812170087

THE GRANTOR, JOHN C. MERKEL 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, **ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC, GRANTEE**, the real property, situated in the County of Skagit, State of Washington, described as follows:

See Attached.

commonly known as: 1230 Timberlane, Sedro Wooley, WA 98284.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID #41237

JUN - 5 2001

Amount Paid \$0
Skagit County Treasurer
By: LP Deputy

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 dated 12/16/98 and recorded 12/17/98, under Auditor's File No. 9812170087, records of Skagit County, Washington, from Randall T. Budell, as his separate estate, as Grantor, to LAND TITLE COMPANY as Trustee, to secure an obligation in favor of ASSOCIATES FINANCIAL SERVICES OF AMERICA, as Beneficiary. By Appointment of Successor Trustee recorded under Skagit County Recording No. 200102120005, Merkel Law Offices was appointed successor trustee.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$119,583.99 with interest thereon, according to the terms thereof, in favor of ASSOCIATES FINANCIAL SERVICES OF AMERICA, 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 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 the "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. **ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC** , 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 02/15/01 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as No. 200102150081.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale inside the front lobby of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of Mount Vernon, State of Washington, a public place, on MAY 25, 2001, at the hour of **10 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 35th and 28th day before the sale, and once between the 14th 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.

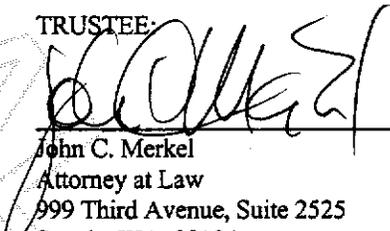
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.



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 June 1, 2001, the date to which the trustee's sale was continued, which was no less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction under the highest bid therefore, the property hereinabove described, for the sum of \$88,500, for satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expenses as provided by statute.

DATED: this 1 day of June, 2001.

TRUSTEE:

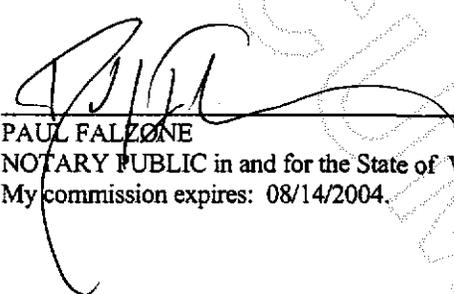


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STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this day personally appeared before me JOHN C. MERKEL, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of June, 2001.



PAUL FALZONE
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 08/14/2004.



Schedule "A-1"

P-86462

DESCRIPTION:

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 5 East W.M., being more particularly described as follows:

Beginning at the Southwest corner of said Southwest $\frac{1}{4}$ of the North-west $\frac{1}{4}$;
thence North $89^{\circ}17'45''$ East along the South line of said subdivision, 16.5 feet to an intersection with the East line of the West 1 rod of said subdivision;
thence North $0^{\circ}24'49''$ West along said East line of the West 1 rod, 560.49 feet to an intersection with the Southerly margin of the Old Day Creek Road;
thence South $51^{\circ}54'38''$ East, 357.91 feet to the true point of beginning;
thence South $51^{\circ}27'13''$ East, 43.55 feet;
thence South $8^{\circ}16'14''$ East, 93.57 feet;
thence South $75^{\circ}05'58''$ East, 69.09 feet;
thence South $22^{\circ}03'00''$ East, 211.88 feet to said South line of said subdivision;
thence South $89^{\circ}17'45''$ West, 471.52 feet along said South line, 471.52 feet to said East line of the West 1 rod of said subdivision;
thence North $38^{\circ}15'41''$ East, 438.72 feet to the true point of beginning. (Being known as Tract 3 of Short Plat No. 51-73).

TOGETHER WITH an easement for road and utilities over and across a strip of land 60 feet in width and including a circular cul-de-sac, the centerline of said 60 foot strip being more particularly described as follows:

Beginning at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 5 East W.M.;
thence North $0^{\circ}24'49''$ West along the West line of said subdivision, 557.61 feet to an intersection with the Southerly margin of the Old Day Creek Road;
thence North $79^{\circ}24'57''$ East along said Southerly margin, 138.92 feet to a point of curvature in said Southerly margin;
thence along the arc of said curve to the left having a radius of 746.23 feet, through a central angle of $20^{\circ}17'40''$, an arc distance of 264.32 feet to a point of tangency in said Southerly margin;
thence North $59^{\circ}07'17''$ East along said Southerly margin, 121.99 feet to the true point of beginning of said centerline of said 60 foot wide easement;
thence South $30^{\circ}52'43''$ East, 30.00 feet;
thence South $59^{\circ}07'17''$ West, 76.52 feet;
thence South $10^{\circ}35'35''$ West, 97.66 feet;
thence South $27^{\circ}01'22''$ East, 141.68 feet;
thence South $59^{\circ}11'29''$ East, 73.77 feet to a point to be hereinafter referred to as Point "A";
thence continue South $59^{\circ}11'29''$ East, 59.07 feet;



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Schedule "A-1"

P-86462

DESCRIPTION CONTINUED:

thence South 15°41'41" East, 137.85 feet to a terminus point in said 60 foot wide easement; and also a strip of land 60 feet in width beginning at before mentioned Point "A";
thence South 62°32'00" West, 137.07 feet;
thence South 85°11'10" West, 127.33 feet to a terminus point in said 60 foot wide easement at a point to be hereinafter referred to as Point "B", and also a circular cul-de-sac having a radius of 45 feet, the center of which being before mentioned Point "B": EXCEPT that portion of said easement lying within the above described main tract.

Situate in the County of Skagit, State of Washington.



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