



200108150107

Skagit County Auditor

8/15/2001 Page 1 of 3 3:20:00PM

**Filed for Record at Request of:**

David L. Day, Attorney at Law

POB 526

Burlington, WA 98233

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**TRUSTEE'S DEED**

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The GRANTOR, DAVID L. DAY, 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: GEORGE J. and SUE R. MEHLER as Trustees of the Mehler Living Trust dated 9-12-90, GRANTEES, that real property, situated in the County of Skagit, State of Washington, described as follows:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 35 North, Range 5 East, W.M., lying Southerly of the South Skagit Highway (formerly Puget Sound & Cascade Railway Company Right of Way), EXCEPT those portions conveyed to Skagit County for road purposes by deeds recorded March 20, 1920 and March 18, 1949, under Auditor's file Nos. 14361 and 429116.

Situate in the County of Skagit, State of Washington.

Assessor's Tax Parcel Number: P-40635 / 350534-1-001-0100

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

PAID # 42426

AUG 15 2001

Amount Paid \$  
By: Skagit County Treasurer 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 between ANTHONY ANDERSON and MICHELE THOMPSON as Grantors, to LAND TITLE COMPANY OF SKAGIT COUNTY as Trustee, and VICTOR S. STRAUB and BEVERLY STRAUB as Beneficiaries, dated June 2, 1992, recorded June 3, 1992, as No. 9206030005, in Book/Reel 1082, Page/Frame 436, 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 \$37,000.00 with interest thereon, according to the terms

thereof, in favor of VICTOR STRAUB and BEVERLY STRAUB 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 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) VICTOR STRAUB and BEVERLY STRAUB, 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 the 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 April 30, 2001, recorded in the office of the Auditor of Skagit County, Washington, A "Notice of Trustee's Sale" of said property, as No. 200104300174.
- 7) The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Skagit County Superior Court, a public place, 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 ninety days before the sale, further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the eleventh and seventh 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 notice 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 obligations secured by said Deed of Trust remaining unpaid, on August 3, 2001, 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 therefor, the property hereinabove described, for the sum of





UNOFFICIAL DOCUMENT

