



200109070089

, Skagit County Auditor

9/7/2001 Page 1 of 2 11:36:26AM

When recorded, mail to:

HOMEQ
 1270 NORTHLAND DR., SUITE 200
 MENDOTA HEIGHTS, MN 55120

Trustee's Sale No: 01-MS-23867

Loan No. 99206898

**ISLAND TITLE CO.**

B6-17772✓

TRUSTEE'S DEED

THE GRANTOR, REGIONAL TRUSTEE SERVICES CORPORATION, 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 AUGUST 31, 1997, SERIES 1997-C, GRANTEE**, that real property, situated in the County of SKAGIT, State of WASHINGTON, described as follows:

LOT 37, BLOCK "B", "CAPE HORN ON THE SKAGIT DIVISION NO. 2", AS PER PLAT
 RECORDED IN VOLUME 9 OF PLATS, PAGES 14 AND*19, INCLUSIVE, RECORDS
 OF SKAGIT COUNTY, WASHINGTON.

Tax Parcel No: 3869-002-037-0007.

*THROUGH

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 8/19/1997, recorded in Volume 1700, of Deeds of Trust, page 0409 Auditor's/Recorder's No. 9708260006, records of SKAGIT County, Washington, from JAMES L. STANNERT, AS HIS SEPARATE ESTATE, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of MORTGAGE EXPRESS, as Beneficiary.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$52,000.00, with interest thereon, according to the terms thereof, in favor of MORTGAGE EXPRESS, 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 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 AUGUST 31, 1997, SERIES 1997-C**, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee 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 June 1, 2001 recorded in the office of the Auditor/Recorder of SKAGIT county, a "Notice of Trustee's Sale" of said property under Recording No. 200106010092.
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 BLDG., a public place, at 3RD & KINCAID, MT. VERNON, WA, 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 on or between the thirty-fifth and twenty-eighth day before the date of sale, and once on or between the fourteenth 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 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 August 31, 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 \$40,234.34.

DATED: September 04, 2001

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 07 2001

Amount Paid \$ 42781
Skagit County Treasurer
By: *[Signature]* Deputy

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

By: *[Signature]*
CHRIS REBHURN, VICE PRESIDENT
Address: 720 Seventh Avenue, Suite 400
Seattle, WA 98104

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On September 04, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRIS REBHURN, to me known to be the VICE PRESIDENT of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

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

MARILEE HAKKINEN
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 11-06-03

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at: *[Signature]*
My commission expires: 11-6-03

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, Skagit County Auditor