

After Recording Return To:  
Shannon Blood  
Northwest Trustee Services, LLC  
P.O. Box 4143  
Bellevue, WA 98009-4143



200110110034

, Skagit County Auditor

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File No.: 7261.20691/Edson, Priscilla A.  
7648140

FIRST AMERICAN TITLE CO.

**Trustee's Deed**

64075

The GRANTOR, Northwest Trustee Services, LLC, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 350427-3-035-0205 (R37911)

Abbreviated Legal: Section 27, Township 35, Range 4; Ptn. NE-SW, complete legal description 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 Priscilla A. Edson, an unmarried woman, as her separate property, as Grantor, to Land Title and Escrow, as Trustee, and Meritage Mortgage Corporation, an Oregon corporation, Beneficiary, dated 01/29/99, recorded 02/08/99, under Auditor's/Recorder's No. 9902080245, records of Skagit County, Washington and subsequently assigned to The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1 under Skagit County Auditor's/Recorder's No. 200106280125.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$112,200.00 with interest thereon, according to the terms thereof, in favor of Meritage Mortgage Corporation, an Oregon corporation 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 provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is 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. The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the 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 06/28/01, 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. 200106280127.

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 by the Beneficiary, its successors or assigns was pending on an obligation secured by the 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 10/05/01, 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 \$85,000.00 (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).

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1 understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1] concerning the Property and that the trustee owed no duty to make disclosures to The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1 concerning the Property, The Bank of New York, as Indenture Trustee for the registered holders of RBMG Funding Co. Mortgage Loan Trust 1999-1 Asset-Backed Notes, Series 1999-1 relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: October 10, 2001

SKAGIT COUNTY WASHINGTON GRANTOR

Real Estate Excise Tax PAID Northwest Trustee Services, LLC

OCT 11 2001

By

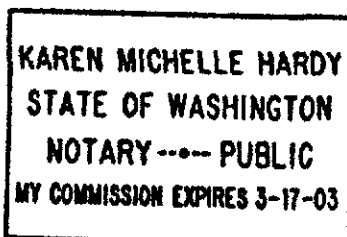
Authorized Signature

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Shannon Blod is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Member / Assistant Vice President of Northwest Trustee Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/10/01



NOTARY PUBLIC in and for the State of Washington, residing at Vine County My commission expires 03/17/03



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UNOFFICIAL DOCUMENT

KAREN MICHELLE HARDY  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 2-17-07

DESCRIPTION

A portion of Section 35, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at an iron rod on the West line of said Section 35, said point being 227.57 feet Southerly of the West quarter corner of said Section; thence South  $01^{\circ}50'34''$  West, along said Section line, 420.00 feet to an iron rod; thence South  $88^{\circ}31'49''$  East, 964.02 feet to an iron rod; thence North  $01^{\circ}28'55''$  East, 420.00 feet to an iron rod; thence North  $88^{\circ}31'49''$  West, 961.37 feet, parallel with aforescribed line to the point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities, being 60 feet in width, lying 30 feet on each side of the following described centerline:

BEGINNING at a point on the East 530.56 feet of the North 435.40 feet of the South 1288.40 feet of the West half of the Southwest quarter of said Section 35, said point being 77.17 feet Easterly from the Southwest corner of aforescribed tract; thence North  $09^{\circ}57'01''$  West, 389.31 feet to an angle point on the West line of the aforescribed tract; thence North  $01^{\circ}28'55''$  East, parallel with the East line of the West half of the Southwest quarter of said Section, 489.18 feet to an angle point; thence North  $36^{\circ}29'58''$  East, 314.03 feet; thence North  $01^{\circ}28'55''$  East, 647.00 feet to the point of termination.

ALSO TOGETHER WITH an easement for ingress, egress and utilities as described in deed recorded under Auditor's File No. G 703696, Deed Records, Clark County, Washington.



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