

Filed for Record at Request of

ANDERSON HUNTER LAW FIRM
2707 Colby Avenue, Suite 1001
P. O. BOX 5397
EVERETT, WA 98206-5397
ATTN: Cheryl L. Abel



200112270173
Skagit County Auditor

12/27/2001 Page 1 of 4 3:41PM

TRUSTEE'S DEED

ISLAND TITLE COMPANY

ACCOMMODATION ONLY
ACOMST will only

The GRANTOR, PATRICK F. HUSSEY, and/of ANDERSON HUNTER LAW FIRM, P.S., 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 CASCADE BANK, f/k/a CASCADE SAVINGS BANK FSB, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

See Exhibit "A", attached hereto and incorporated herein as though fully set forth.

Abbrev. Legal: Portion SE 1/4 Gov. Lot 2, Sec. 31, Twnshp 35 N, Rge 2 EWM

Assessor's Tax Parcel ID No(s). 350231-0-011-0007

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 DEAN C. JACKSON, as his separate estate, as Grantor, to COMMONWEALTH LAND TITLE COMPANY, as Trustee, and CASCADE SAVINGS BANK FSB, as Beneficiary, dated June 8, 1995, recorded June 13, 1995, as No. 9506130001, 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 \$57,500.00 with interest thereon, according to the terms thereof, in favor of CASCADE SAVINGS BANK FSB 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. CASCADE BANK, f/k/a CASCADE SAVINGS BANK FSB, 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 September 19, 2001, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as No. 200109190092.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the time and place of sale as Friday, December 21, 2001 at 9:30 a.m. at the main entrance to the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, Washington, a public place, 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 32nd and 28th day before the date of sale, and once between the 11th 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 11 days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on December 21, 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 \$62,513.46, (cash) (by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expense as provided by statute).

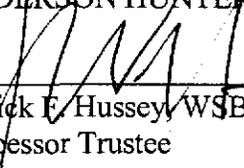
DATED: December 21, 2001.

44470
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 27 2001

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

ANDERSON HUNTER LAW FIRM, P.S.

By 
Patrick F. Hussey, WSBA #7366
Successor Trustee

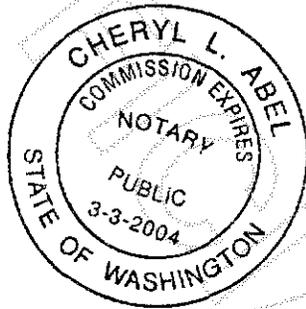


200112270173
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared PATRICK F. HUSSEY, to me known to be the individual described in and 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 on December 21, 2001.



Cheryl L. Abel

CHERYL L. ABEL
Notary Public in and for the state of Washington.
My commission expires 3/3/04

That portion of the Southeast $\frac{1}{4}$ of government Lot 2, in Section 31, Township 35 North, Range 2 East, W.M. described as follows:

Beginning at the Northwest corner of said subdivision; thence South $0^{\circ}11'$ West 20.0 feet; thence North $89^{\circ}57'37''$ East 16.50 feet to the intersection of South line of Allen Spradley Road and the East line of the County Road named Avenue "O", said point being the true point of beginning; thence Easterly along said Allen Spradley Road a distance of 201.33 feet; thence South $0^{\circ}03'30''$ West to a point 66.0 feet North of the South line of said subdivision; thence North $89^{\circ}56'$ West parallel to and 66 feet North of the South line of said subdivision to the East line of said "O" Avenue; thence North along the East line of "O" Avenue to the point of beginning, EXCEPT the North 185 feet thereof.

EXHIBIT A



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Skagit County Auditor