When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Julie Nelson 500 Galland Building 1221 Second Avenue Seattle, WA 98101



## TRUSTEE'S DEED

Grantor(s): HILLIS CLARK MARTIN & PETERSON, P.S., Successor Trustee

Grantee(s): WASHINGTON FEDERAL SAVINGS

Legal Description:

Lot 12, Plat of MARINE HEIGHTS, according to the Plat thereof,

recorded in Volume 16 of Plats, Pages 173 through 175, records of Skagit

County, Washington; Situate in the County of Skagit, Washington.

Assessor's Tax Parcel Identification No(s):

4695-012-0000

Reference Nos. of Documents Affected:

200002170067

The Grantor, Hillis Clark Martin & Peterson, P.S., as present Successor 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 Washington Federal Savings, Grantee, that property, situated in the County of Skagit, State of Washington, described as follows:

Lot 12, Plat of MARINE HEIGHTS, according to the Plat thereof, recorded in Volume 16 of Plats, Pages 173 through 175, records of Skagit County, Washington; Situate in the County of Skagit, Washington.

## RECITALS

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Successor Trustee by that certain Deed of Trust between Paul Bodin Construction, Inc., a Washington corporation, as Grantor, to Island Title Company, as Trustee,

Trustee's Deed

and Washington Federal Savings, as Beneficiary, dated February 11, 2000, and recorded on February 17, 2000, under Auditor's No. 200002170067, and by the Appointment of Successor Trustee recorded on September 26, 2001, under Auditor's No. 200109260039, 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 \$355,000.00 with interest thereon, according to the terms thereof, in favor of Washington Federal Savings, and to secure the performance of any other obligations and the payment of 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 the Grantor's successor in interest, and a copy of said Notice was posted or served in accordance with law.
- 5. Washington Federal Savings, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Trustee to sell the described real and personal 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 Successor Trustee, in compliance with the terms of said Deed of Trust, executed, and on October 23, 2001, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale of said property under Auditor's No. 200110230060.
- 7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as inside the main entrance lobby, Old Skagit County Courthouse, 3rd and Kincaid, Mount Vernon, Washington, a public place, on January 25, 2002, at 10:00 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 ninety days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published once between the thirty-second and twenty-eighth day before the date of sale and 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 the Grantor's 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.

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- 8. During foreclosure, no action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of an obligation secured by said Deed of Trust in any court by reason of the Grantor's default on the obligation secured.
- 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 obligation secured by said Deed of Trust remaining unpaid, on January 25, 2002, the date of sale, which was not less than 190 days from the date of default in the obligation then secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the real and personal property hereinabove described, for the sum of \$384,407.53 by the forgiveness in such sum of the obligation then secured by said Deed of Trust and all fees, costs, and expenses as provided by statute.

DATED this 28th day of January, 2002.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 2 9 2002

Amount Paid \$
Skagit Co. Treasurer
By Deputy

STATE OF WASHINGTON
)
ss.

COUNTY OF KING

HILLIS CLARK
MARTIN & PETERSON, P.S.

By Joseph M. Ahern,
Successor Trustee

On this day personally appeared before me Joseph M. Ahern, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service 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 was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 28th day of January, 2002.

NOTARY AND PUBLIC

Name ERIN B. Ross

NOTARY PUBLIC in and for the State of

Washington residing at <u>PEDMOND</u>

My appointment expires 11-19-05

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3:44PM