

After Recording Return To:

Allen D. Brown
Gwen E. Brown
11085 View Ridge Drive
Burlington, WA 98233

200203290114
Skagit County Auditor
3/29/2002 Page 1 of 2 11:22AM

LAND TITLE COMPANY OF SKAGIT COUNTY
m13189

File No.: 7115.20024/Byrd, Mary Louise aka Van Maus, Mary Louise
001144526-9

Trustee's Deed

The GRANTOR, North Pacific Trustee, Inc., 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 Allen D. Brown and Gwen E. Brown, Husband and Wife, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 4133-002-003-0005 R74570

Lots 2 and 3, Block 2, "Shea's Home Addition to the Town of Lyman, Skagit Co., Wash.", as per Plat recorded in Volume 3 of Plats, Page 86, records of Skagit County, Washington. Together with that portion of the vacated alley lying North of and adjacent to said Lots 2 and 3. Situate in the Town of Lyman, County of Skagit, State of Washington.

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 Mary Louise Byrd, formerly Mary Louise Van Maus, as her separate estate, as Grantor, to Land Title of Skagit County, as Trustee, and Peoples Bank, a Washington corporation, Beneficiary, dated 05/14/97, recorded 05/19/97, under Auditor's/Recorder's No. 9705190005, records of Skagit County, Washington and subsequently assigned to Principal Residential Mortgage, Inc. under Skagit County Auditor's/Recorder's No. 9705270062.

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 \$65,000.00 with interest thereon, according to the terms thereof, in favor of Peoples Bank, a Washington 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. Principal Residential Mortgage, Inc., 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 12/12/01, 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. 200112120135.

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 03/22/02, 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 \$78,806.32 (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, Allen D. Brown and Gwen E. Brown, Husband and Wffe understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Allen D. Brown and Gwen E. Brown, Husband and Wffe] concerning the Property and that the trustee owed no duty to make disclosures to Allen D. Brown and Gwen E. Brown, Husband and Wffe concerning the Property, Allen D. Brown and Gwen E. Brown, Husband and Wffe relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: March 26, 2002

GRANTOR
North Pacific Trustee, Inc.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

By

[Signature]

MAR 29 2002

Authorized Signature

Amount Paid \$ *0*
Skagit County Treasurer
By: *[Signature]* Deputy

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeff Stenman 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 North Pacific Trustee, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 27, 2002

YVONNE M. NAVE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-04-03

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at *[Signature]*
My commission expires *[Signature]*



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Skagit County Auditor