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Skagit County Auditor

4/11/2002 Page 1 of 3 1:40PM

Filed for Record at Request of:

David L. Day, Attorney at Law

POB 526

Burlington, WA 98233

TRUSTEE'S DEED

The GRANTOR, DAVID L. DAY, 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: WAYNE MCKEAN and CHRISTINE MCKEAN, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Tract 121, SKYLINE NO.6, according to the plat thereof, recorded in Volume 9 of Plats, pages 64 through 67A, records of Skagit County, Washington. Situated in Skagit County, Washington, commonly known as 2304 Twin Place, Anacortes, WA 98221. And a 1977 Fleetwood Manufactured Home, VIN 0305.

Assessor's Tax Parcel Number: 3822-000-121-0004

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 March 13, 1986, recorded April 7, 1986, under Auditor's File No. 8604070073, records of Skagit County Washington, from Keith D. Knight and Merridey Knight as Grantor(s) to Safeco Title Insurance Company, as Trustee, which Trustee has been succeeded by DAVID L. DAY to secure an obligation in favor of Webster Enterprises, Inc. Said Deed of Trust was assigned to Cascade West Mortgages, Inc on September 28, 1987, recorded October 8, 1987 under Auditor's File No. 8710080065 and subsequently assigned to the current beneficiaries Wayne McKean and Christine McKean on October 6, 1987, recorded on October 8, 1987 under Auditor's file number 8710080066 AND a 1977 Fleetwood Manufactured Home VIN 0305.
- 2) Said Deed of Trust was executed to secure, together with other undertakings, the payment

of one promissory Note(s) in the sum of \$19,500 with interest thereon, according to the terms thereof, in favor of WEBSTER ENTERPRISES, INC. (subsequently assigned to Cascade West Mortgages, Inc. and later to Wayne and Christine McKean) 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) WAYNE MCKEAN, 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 DECEMBER 7, 2001, recorded in the office of the Auditor of Skagit County, Washington, A "Notice of Trustee's Sale" as No. 200112070028.
- 7) The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Skagit County Superior Court House a public place, at 10 o'clock a.m., 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 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 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 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 obligations secured by said Deed of Trust remaining unpaid, on April 5, 2002, 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



