200206120127 Skagit County Auditor 6/12/2002 Page 1 of 2 11:42AM

When recorded, mail to:

BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE C/O CHASE MANHATTAN MORTGAGE CORP. 10790 RANCHO BERNARDO ROAD SAN DIEGO, CA 92127 Loan No. 10076057

T.S. No.WA-17206

Tax Account No. 3809-506-002-0100(R106232)

FIRST AMERICAN TITLE CO.

64112

TRUSTEE'S DEED

The GRANTOR, JOHN W. KLEIN, ATTORNEY AT LAW, 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: BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

LOTS 1 AND 2 BLOCK 1506, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11 RECORDS OF SKAGIT COUNTY, WASHINGTON, (ALSO BEING KNOWN AS LOT A OF SURVEY RECORDED DECEMBER 13, 1993 IN VOLUME 15 OF SURVEYS, PAGE 61.) SITUATED IN SKAGIT COUNTY, WASHINGTON.

- 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 9/23/97, executed by) KEITH W. HOFKAMP, AN UNMARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY as Grantor, in which SEATTLE LENDING GROUP, INC. A WASHINGTON CORPORATION was named as Beneficiary, and ISLAND TITLE COMPANY as Trustee, and filed for record in the office of the Skagit Recorder, State of Washington, on 9/29/97 in Auditor's File No. 9709290132 Book 1714 Page 0067 of Official Records.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of ONE (1) promissory note in the sum of \$199,400.00 with interest thereon, according to the terms thereof in favor of SEATTLE LENDING GROUP, INC. 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 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. BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE, 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 law and the term 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 02/25/2002 recorded in the office of the Recorder of Skagit County, Washington, a "Notice of Trustee's Sale" of said property.

- The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. VERNON, WA, a public place, at 10:00 AM, 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.
- 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.
- The defaults specified in the "Notice of Trustee's Sale" not having been cured prior to the 10th day before the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 5/31/2002, the date of sale, which was not less that 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 \$174,250.00, (by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.)

Dated: May 31, 2002

2589

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

JOHN W. KLEIN, ATTORNEY AT LAW AS TRUSTEE

JUN 1 2 2002

Amount Paid 5 Skagit Co. Treasurer o Deputy

STATE OF California

County of Orange

On May 31, 2002, before me, the undersigned, personally appeared JOHN W. KLEIN known to me to be the individual that executed the within and foregoing instrument, acknowledged the said instrument to be a free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this day and year.

BV: LINDA D. CASTRILLON

Notary Public in and for the State of California

My Commission expires: _04/09/06_

LINDAD, CASTRILLON Commission # 1345648 Notary Public - California **Orange County** ly Comm. Expires Apr 9, 2006

6/12/2002 Page 2 of 2 11:42AM