After Recording Return To: Federal National Mortgage Association C/o Chase Mahattan Mortgage Corporation 3415 Vision Drive Columbus, OH 43219

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FIRST AMERICAN TITLE CO.

File No.7037.26006/Fortier, Joseph S. Loan No. 5721279150

Trustee's Deed

The GRANTOR, Northwest Trustee Services, LLC, as present Trustee under the Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to Federal National Mortgage Association, as GRANTEE, all real property (the "Property"), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.350303-0-025-0004 P33746

Abbreviated Legal Description: Section 3, Township 35, Range 3; Portion of Government Lot 1, more particularly described on page 3 of this document.

## 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 ("Deed of Trust") between Joseph S. Fortier, an unmarried individual as his/her separate estate, as Grantors, to First American Title Insurance, a California corporation, as Trustee, and First Union Mortgage Corporation, as Beneficiary, dated 10/02/98, recorded 10/07/98 under Auditor's/Recorder's No. 9810070062, records of Skagit County, Washington (and subsequently assigned to Mellon Mortgage Company under Skagit County Auditor's/Recorder's No. 9905100020.
- 2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note(s) ("Note") in the sum of \$99,750.00 with interest thereon, according to the terms thereof, in favor of First Union Mortgage Corporation and to secure any other sums of money which might become due and payable under the terms of the Deed of Trust.
  - 3. The Deed of Trust provides that the Property is not 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. Chase Mortgage Company-West fka Mellon Mortgage Company being then the holder of the indebtedness secured by the Deed of Trust as the nominee/agent of Grantee, delivered to the Grantor a written request directing the 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 03/06/02, 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. 200203060086.

- 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, in the 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 was pending on an obligation secured by the Deed of Trust.
- 9. All legal requirements and all provisions of the 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 the Deed of Trust remaining unpaid, on 06/07/02, 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 Grantee, the highest bidder therefor, for the sum of \$84,470.67 (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).

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DATED: June 13, 2002			
		GRANTOR	2654
	Ţ.	Northwest Trustee Services, R	ECT COUNTY WASHINGTON EAL ESTATE EXCISE TAX
	,	By Associate Member	JUN 1 4 2002
		Associate Memoei	
STATE OF WASHINGTON	)	The state of the s	Amount Paid s 💆 Skagit Go. Treasurer
	) ss.		By Deputy
COUNTY OF KING	)		<i>11</i> *
		Jeff Stenman	
I certify that I know or ha		evidence that	is the person who
appeared before me, and said pers	on acknowledge	d that (he/ske) signed this instrume	ent, on oath stated that

(he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Member of Northwest Trustee Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 13 2002

DOLORES L. SAN NICOLAS STATE OF WASHINGTON NOTARY ---- PUBLIC MY COMMISSION EXPIRES 2-10-03

Dolores L. SanNicolas NOTARY PUBLIC in and for the State of Washington, residing at Kent My commission expires 02/16/05

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## **SCHEDULE "C"**

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

The North 660 feet of that portion of Government Lot 1, in Section 3, Township 35 North, Range 3 East, W.M., lying Southerly of the North Samish River and Easterly of the following described line:

Beginning at the Southeast corner of those premises conveyed to Saraphine E. Trottier, by Deed dated August 27, 1904, filed August 31, 1904, under Auditor's File No. 49273, and recorded in Volume 57 of Deeds, Page 615, at a point 1044.78 feet East of the Southwest corner of said Government Lot 1; thence run North 12 degrees East to the North Samish River and the terminal point of said line; EXCEPT road, dike and ditch rights-of-way, AND EXCEPT that portion conveyed to Skagit County for road purposes by Deed recorded December 7, 1904, in Volume 58 of Deeds, Page 195.

ALSO that portion of Government Lot 1, Section 3, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the intersection of the North line of said Government Lot 1, and the West line of the Worline County Road; thence West, 52 feet, more or less, to the Bow County Road; thence Southwesterly along the Bow County Road, 160 feet; thence Southeast perpendicular to Bow County Road, 40 feet, more or less, to the North Samish River; thence Northeast along the North Samish River to Worline County Road; thence North along Worline Road to the North line of said Government Lot 1, and the point of beginning; EXCEPT dike and ditch rights-of-way.

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