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8:42AM

When recorded return to:

RICHARD LLEWELYN JONES Attorney at Law 2122 - 112th Ave., N.E., Suite B200 Believue, WA 98004

DOCUMENT TITLE:

TRUSTEE'S DEED

REFERENCE NUMBERS OF DOCUMENTS

ASSIGNED OR RELEASED:

200009010089

TRUSTEE:

RICHARD LLEWELYN JONES, Atty.

GRANTEE:

PREFERRED FUNDING, INC.

LEGAL DESCRIPTION:

Lot 5, ASSESSOR'S PLAT OF MORRIS DAN WATERFRONT TRACTS, as per plat recorded in Volume 7 of Plats, page 98, records of Skagit County, Washington.

TAX PARCEL NO .:

5106-000-005-0000 L95852

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TRUSTEE'S DEED

The GRANTOR, RICHARD LLEWELYN JONES, Attorney at Law as 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 PREFERRED FUNDING, INC. Grantee, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 5, ASSESSOR'S PLAT OF MORRIS DAN WATERFRONT TRACTS, as per plat recorded in Volume 7 of Plats, page 98, records of Skagit County, Washington.

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

(Tax account number: 5106-000-005-0000 L95852)

RECITALS:

Amount Paid \$
Skaglt Co. Treasurer

- 1. This Conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by the that certain Deed of Trust dated August 30, 2000, and, recorded September 1, 2000, under Skagit County Auditor's File No. 200009010089, from Aaron Shur and Jeanette Shur, Husband and Wife, as Grantors, to Island Title Company, as Trustee, to secure an obligation in favor of Preferred Funding, Inc., a Washington corporation.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$190,000.00, with interest thereon, according to the terms thereof, in favor of the Preferred Funding, Inc. 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.

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- Default having occurred in the obligations secured and/or convenience of the Grantor as set forth in "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust mad 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. Preferred Funding, Inc., being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Successor Trustee to sell the described property in accordance with 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 July 31, 2002, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property under Auditor's Recording No. 200207310147.
- 7. The Successor Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as the Main Lobby of the Skagit County Superior Court, a public place, on September 27, 2002, at 10:00 o'clock 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 (90) 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 (32nd) and twenty-eighth (28th) day before the date of sale and once between the eleventh (11th) and seventh (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 the 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 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 (10) days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on September 27, 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 Grantee, the highest bidder therefor, the property hereinabove

2 0 0 2 1 0 1 5 0 0 0 1 Skagit County Auditor 10/15/2002 Page 3 of 4 8:42AM described, for the sum of \$269,066.65, 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 this _____

day of October, 2002.

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Richard Llewelyn Jones, Attorney at Law, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of October, 2002.

NOTARY PUBLIC in and for the State of

Washington, residing in Welland

My commission expires: 2-10-0 3

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