

After Recording Return To:  
Federal Home Loan Mortgage Corporation  
C/o Cendant Mortgage Services  
4001 Leadenhall Road, Mailstop SV01  
Mount Laurel, NJ 08054



200302240286  
Skagit County Auditor

2/24/2003 Page

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2 11:45AM

FIRST AMERICAN TITLE CO.

71209

File No.7283.25042/Kerby, Andrew and Brooke  
0002823474

**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 Home Loan Mortgage Corporation, as GRANTEE, all real property (the "Property"), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.4632-000-003-0002 P106894

Lot 3, Eagle Valley P.U.D., according to the plat thereof recorded in Volume 15 of plats, pages 181 through 183, records of Skagit County, Washington. Situated in Skagit County, 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 ("Deed of Trust") between Andrew Kerby and Brooke Kerby, as Grantors, to First American Title Insurance Co., as Trustee, and Cendant Mortgage Corporation, as Beneficiary, dated 03/15/99, recorded 03/26/99 under Auditor's/Recorder's No. 9903260080, records of Skagit County, Washington.

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 \$102,600.00 with interest thereon, according to the terms thereof, in favor of Cendant 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. Cendant Mortgage Corporation 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 11/13/02, 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. 200211130005.

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, 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 02/14/03, 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 \$113,943.41 (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).

DATED: February 21, 2003

GRANTOR  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

#816  
FEB 24 2003

By Jeff Stenman  
Associate Member

STATE OF WASHINGTON  
COUNTY OF KING  
Amount Paid to  
By Jeff Stenman Skagit Co. Treasurer  
ss. Deputy

**Jeff Stenman**

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 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: February 21, 2003

DOLORES L. SAN NICOLAS  
STATE OF WASHINGTON  
NOTARY ----- PUBLIC  
MY COMMISSION EXPIRES 2-16-05

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



200302240286  
Skagit County Auditor

UNOFFICIAL DOCUMENT

RECEIVED  
JAN 10 1962  
U.S. DEPT. OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535