



200303060109
Skagit County Auditor

3/6/2003 Page 1 of 2 11:42AM

WHEN RECORDED MAIL TO:
INDYMAC BANK
155 NORTH LAKE AVENUE
P.O. BOX 7103
PASADENA, CA 91109
LOAN NUMBER: 1001001534

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS NUMBER: 2001-24583-D

INVESTOR NUMBER:

ISLAND TITLE CO. TRUSTEE'S DEED

B618419 ✓

The GRANTOR, **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, 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 TRUSTEE BY INDYMAC BANK, F.S.B. AS ATTORNEY IN FACT**

GRANTEE, that real property, situated in the County of **SKAGIT**, State of Washington, described as follows:

**LOT 14, BLOCK 9, PLAT OF THE TOWN OF SEDRO, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.
A.PN.: 4149-009-014-0017 R75364**

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 between **ROBERT H. PUCKETT AND EILEEN M. PUCKETT, HUSBAND AND WIFE**, as Grantor, to **FIRST AMERICAN TITLE**, as Trustee, and **AMERICAN WEST FINANCIAL, A NEVADA CORPORATION**, as Beneficiary, dated **9/8/2000**, recorded **9/19/2000**, as Instrument No. **200009190077**, in Book/Reel , Page/Frame , records of **SKAGIT** County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of **\$55,800.00** with interest thereon, according to the terms thereof, in favor of **AMERICAN WEST FINANCIAL, A NEVADA 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 make 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 TRUSTEE BY INDYMAC BANK, F.S.B. AS ATTORNEY IN FACT**, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent 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 Trustee, in compliance with the terms of said Deed of Trust, executed and on ^{2002/12/20/33} recorded in the office of the Auditor of **SKAGIT** County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. ^{2002/2030/07} *** DECEMBER 3, 2002**
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as **AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 205 W. KINCAID AVE., MT. VERNON, WA**, a public place, on **1/10/2003 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 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 and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale, and further, included this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
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 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 eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on **2/28/2003**, 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 therefore, the property hereinabove described, for the sum of **\$59,401.24**, 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.

Date: March 03, 2003 SKAGIT COUNTY WASHINGTON **FIDELITY NATIONAL TITLE INSURANCE COMPANY**
 REAL ESTATE EXCISE TAX

1033
 MAR 06 2003
 Authorized Signature A. Fragnassi

State of CA Amount Paid \$ 0
 County of CRONGE By EILEEN AMBRIZ
 Skagit Co. Treasurer

On 3/3/2003, before me, A. Fragnassi, a Notary Public in and for said County and State, personally appeared EILEEN AMBRIZ, personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
 SIGNATURE Eileen Ambriz
 NOTARY PUBLIC in and for the State of CA
 residing at _____
 My commission expires: 08/14/04

