

After Recording Return To:
Becky Baker
Northwest Trustee Services, PLLC
P.O. Box 4143
Bellevue, WA 98009-4143



200308260049

Skagit County Auditor

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File No.: 7037.28826/Shively, Allen G. and Vicki R.
1996353495

FIRST AMERICAN TITLE CO.

72667

Trustee's Deed

The GRANTOR, Northwest Trustee Services, PLLC, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Chase Manhattan Mortgage Corporation, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 340401-1-007-0100 (P115731)

Lot 2, Skagit County Short Plat No. 99-0012, approved September 7, 1999, and recorded September 8, 1999, under Auditor's File No. 199909080003, records of Skagit County, Washington; being a portion of Tract 1, Skagit County Short Plat No. 90-47, being a portion of Government Lot 2, Section 1, Township 34 North, Range 4 East of the Willamette Meridian. Situate 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 between Allen G. Shively and Vicki R. Shively, husband and wife, as Grantor, to Washington Administrative Services, Inc., as Trustee, and Suntrust Mortgage, Inc., Beneficiary, dated 02/28/01, recorded 03/02/01, under Auditor's/Recorder's No. 200103020053, records of Skagit County, Washington and subsequently assigned to Chase Manhattan Mortgage Corporation under Skagit County Auditor's/Recorder's No. 200303100206.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$147,885.00 with interest thereon, according to the terms thereof, in favor of Suntrust Mortgage, 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 Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is 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 Manhattan Mortgage Corporation, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

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, 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.

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 said Deed of Trust remaining unpaid, on 08/15/03, 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 said Grantee, the highest bidder therefore, for the sum of \$159,389.62 (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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UNOFFICIAL DOCUMENT

