

After Recording Return Document to:

Zylstra Beeksma Waller & Dale, P.L.L.C.
791 S. E. Barrington Drive
Oak Harbor, WA 98277



200309160183

Skagit County Auditor

9/16/2003 Page 1 of 4 3:43PM

CHICAGO TITLE CO.

CG 26680V

Grantor(s): Zylstra Beeksma Waller & Dale, P.L.L.C.
Grantee(s): Robert Clause
Abbreviated Legal Description: Lots 1, 2, & 3, Block 604, NP ADD (full legal description on page 1 of document)
Assessor's Property Tax Parcel or Acct. No: 38 09-604-003-0003 (P58471)
Document Modified: Deed of Trust dated May 6, 1996 and recorded on May 7, 1996 under Auditor's File No. 9605070079, records of Skagit County, State of Washington

TRUSTEE'S DEED

Zylstra Beeksma Waller & Dale, P.L.L.C., the GRANTOR, 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 Robert Claus hereinafter referred to as GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lots 1, 2, and 3, Block 604, Northern Pacific Addition to Anacortes, according to the plat thereof recorded in Volume 2 of Plats, Pages 9 through 11, 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 said Trustee by that certain Deed of Trust dated May 6, 1996, recorded May 7, 1996, under Auditor's File Number 9605070079, records of Skagit County, State of Washington from Tony N. Granville,

as Grantor to Island Title Company as Trustee, to secure an obligation in favor of InterWest Savings Bank nka Pacific Northwest Bank who was the original Beneficiary or, due to the assignment is now the current Beneficiary.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$101,500 with interest thereon, according to the terms thereof, in favor of InterWest Savings Bank nka Pacific Northwest Bank 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 the 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. InterWest Savings Bank nka Pacific Northwest Bank, 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 the said Deed of Trust, executed, and on May 14, 2003, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale of said property.

7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as United States Post Office in the City of Anacortes, State of Washington, a public place, at 10:00 a.m., 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-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the sale; and further, included with 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, to



which copies of the Grantor's Note and Deed of Trust were attached.

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 Revised Code of Washington, Chapter 61.24 et seq.

10. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on August 29, 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 therefor, the property hereinabove described for the sum of \$165,000.00 cash or 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.

11. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

Dated: September 15, 2003.

ZYLSTRA BEEKSMA WALLER & DALE, P.L.L.C.,

4784
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 16 2003

Amount Paid \$ 0
Skagit Co. Treasurer
By *fr* Deputy

BY: 
KENTON L. DALE

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

I Certify that I know or have satisfactory evidence that KENTON L. DALE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a member of Zylstra Beeksma Waller & Dale, P.L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 15, 2003.



Kathryn M. Kelly

Kathryn M. Kelly
Notary Public
My Appointment Expires: 6/7/05