When recorded, return to

MICHAEL A. WINSLOW Attorney at Law 411 Main Street Mount Vernon, Washington 98273



3/18/2004 Page

1 of

3 3:39PM

## TRUSTEE'S DEED

**GRANTOR:** 

Michael A. Winslow, Successor Trustee

**GRANTEE:** 

Robert F. Wedekind, individually and as surviving spouse of Jean Wedekind, his wife, and the CAJEJA Family Trust U/A dated June 1,

1995, Ed Douthit and Keith Knutsen, co-trustees.

LEGAL DESCRIPTION:

Lot 145, "CEDARGROVE ON THE SKAGIT," as per Plat recorded in Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit County, Washington

TAX PARCEL NO:

3877-000-145-0000/P64216

REFERENCE NOS.:

**CONVEYANCE** 

200106070071

MAR 18 2004

SKAGIT COUNTY WASHINGTON

Real Estate Excise Tax

Amount Paid Skagit County Treasurer By:

Grantor, under that Deed of Trust as hereafter described, inconsideration of the premises and payment recited below, hereby grants and conveys without warranty, to Grantee, the above described real property situated in Skagit County, Washington.

## **RECITALS:**

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust between Phillip W. Kester and Alice F. Kester, husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, and Robert F. Wedekind and Jean Wedekind, husband and wife, and the CAJEJA Family Trust, Ed Douthit and Keith Knutsen, Trustees, as Beneficiaries, dated June 1, 1995, recorded as Skagit County Auditor's No. 200106070071, records of Skagit County, Washington.

Trustee's Deed Foreclosure/Wedekind/Trustee's Deed.wpd -1-

- The Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$65,000.00 with interest thereon, according to the terms thereof, in favor of Robert F. Wedekind and Jean Wedekind, husband and wife, and the CAJEJA Family Trust, Ed Douthit and Keith Knutsen, Trustees, 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 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 30 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. Robert F. Wedekind and Jean Wedekind, husband and wife, and the CAJEJA Family Trust, Ed Douthit and Keith Knutsen, Trustees, being the holder of the indebtedness secured by the Deed of Trust, delivered to the Trustee a written request directing the Trustee or his authorized agent to sell the described 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 Trustee, in compliance with the terms of the Deed of Trust, executed and on September 23, 2003, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale," of the property as Auditor's File No. 200309230135.
- 7. The Trustee, in the "Notice of Trustee's Sale," fixed the place of sale as Skagit Courthouse steps, a public place, at 10:00 a.m., on January 9, 2004, 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. The Trustee caused a copy of the "Notice of Trustee's Sale" to be published once between the 32nd and 28th day before the date of sale, and once between the 11th and 7th day before the sale; and included with the 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 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 11 days prior to the date of Trustee's Sale and the obligation secured by the Deed of Trust remaining unpaid, on January 9, 2004, 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 the Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$69,172.85 (cash) (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).

-2-

Trustee's Deed Foreclosure/Wedekind/Trustee's Deed.wpd



DATED: March **2**, 2004.

Michael A. Winslow, Successor Trustee

State of Washington

)ss

County of Skagit

I certify that I know or have satisfactory evidence that Michael A. Winslow is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: March 18, 2004.

PUBLIC OF WASHING

PLACE NOTARY SEAL IN THIS BOX

Can R. 70

Notary Public

My appointment expires [0.19.07]

-3-