200408230151 Skagit County Auditor

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4 1:45PM

AFTER RECORDING RETURN TO:

Whatcom Educational Credit Union

Attn: Kari Olson

600 E. Holly, PO Box 9750 Bellingham, WA 98227-9750 FIRST AMERICAN TITLE 00.

809 34

Mickelson, 053-x4063.01

Document Title(s):

Trustee's Deed

Reference Number(s) of Documents assigned or released:

200208270072

Grantor:

1. Bishop, White, Miersma & Marshall, P.S., Trustee

Grantee:

1. Whatcom Educational Credit Union

Abbreviated Legal Description as follows:

Lots 52 and 53, PLAT OF SHANGRI-LA ON THE SKAGIT, DIVISION 1

Complete legal description is on Page 2 of document

Assessor's Property Tax Parcel/Account Number(s):

P69047

SKAGIT COUNTY WASHINGTON
HEAL ESTATE EXCISE TAX

AUG 23 2004

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AFTER RECORDING RETURN TO: Whatcom Educational Credit Union Attn: Kari Olson 600 E. Holly, PO Box 9750 Bellingham, WA 98227-9750

Mickelson, 053-x4063.01

Lender Loan No. 1681801

## TRUSTEE'S DEED

THE GRANTOR, BISHOP, WHITE, MIERSMA & MARSHALL, P.S. FKA BISHOP, LYNCH & WHITE, P.S., as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payments, recited below, hereby grants and conveys without warranty, to Whatcom Educational Credit Union GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 52 And 53, "PLAT OF SHANGRI-LA ON THE SKAGIT, DIVISION 1", as per plat recorded in Volume 9 of plats, pages 52 and 53, records of 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 between Robert L. Mickelson and Phyllis E. Mickelson, husband and wife, as Grantor, to Island Title Company, as Trustee, and Whatcom Educational Credit Union, as Beneficiary, dated August 23, 2002, recorded August 27, 2002, as No. 200208270072, records of Skagit County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payments of a promissory note according to the terms thereof, in favor of Whatcom Educational Credit Union 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 made 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. Whatcom Educational Credit Union, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.



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- 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 May 10, 2004, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property, as No. 200405100182.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as inside the front entrance of the Skagit County Courthouse located at 2nd and Kincaid in the City of Mt. Vernon, a public place on August 13, 2004 at 10:00 o'clock 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 ninety 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 date of sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted or served to or 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 Chapter 61.24 RCW.
- 10. The default 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 August 13, 2004, the date of sale, which was not less than 190 days before the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder

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therefore, the property hereinabove described, for the sum of \$124,019.33 (by credit bid against the obligation secured by said deed of trust, together with all fees, costs and expenses provided by statute).

DATED: August 7 , 2004.

Bishop, White, Miersma & Marshall, P.S.

By:

WILLIAM L. BISHOP, JR., PRES.

State of Washington

SS.

County of King

On this day of August, 2004, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared william pictor pages, to me known to be of Bishop, White, Miersma & Marshall, P.S. the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year

first above written.

Melissa Grospe Tervet

Notary Public in and for the State of Washington, residing at King Co. My Commission expires: 1/16/06.

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