



200410190094

Skagit County Auditor

10/19/2004 Page 1 of 3 3:52PM

Filed for Record at Request of:

David L. Day, Attorney at Law

POB 526

Burlington, WA 98233

TRUSTEE'S DEED

The GRANTOR, DAVID L. DAY, Attorney, 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: S & Y Plaza LLC an undivided 2/3 interest, and to Mr. Edward H. Park and Ms. Mary Soon Ae Park, husband and wife, an undivided 1/3 interest in and to the premises, GRANTEES, that real property, situated in the County of Skagit, State of Washington, described as follows:

Tract 1, Skagit County Short Plat No. 91-21, approved June 12, 1991, and recorded June 13, 1991, in Volume 9 of Short Plats, page 375, under Auditor's File No. 9106130031, records of Skagit County, Washington; being a portion of Government Lot 5, Section 13, Township 34 North, Range 9

Commonly known as: 53782 Concrete Sauk Valley Road, Concrete, Washington 98237.
Abbreviated Legal: Tr. 1, SP 91-21 in 13-34-9 EWM.
Assessor's Tax Parcel Number: P95739.

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 JAMES MICHAEL WHITAKER and SO UN WHITAKER as Grantors, to FIRST AMERICAN TITLE COMPANY, A Washington Corporation as Trustee, which Trustee has been succeeded by DAVID L. DAY, and HUGH T. JOHNSON and JEAN JOHNSON, husband and wife as Beneficiaries, dated July 21, 1999, recorded July 30, 1999, as No. 199907300177, records of Skagit County, Washington.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

56608

OCT 19 2004

Amount Paid \$
By Skagit Co. Treasurer Deputy

TRUSTEE'S DEED - 1
TRUSDEED.DTF

- 2) Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory Note(s) in the sum of \$60,000.00 with interest thereon, according to the terms thereof, in favor of HUGH JOHNSON and JEAN JOHNSON, husband and wife, 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) HUGH and JEAN JOHNSON, husband and wife, 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 the 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 July 9, 2004, recorded in the office of the Auditor of Skagit County, Washington, A "Notice of Trustee's Sale" of said property as No. 200407090112.
- 7) The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Skagit County Courthouse, Third and Kincaid Streets, Mount Vernon, Washington, a public place, 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 eleventh 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 notice 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 ten days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on October 15, 2004, the date of sale, which was not less than 190 days from the

TRUSTEE'S DEED - 2
TRUSDEED.DTF



200410190094
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