

After Recording Return To:
Robert S. Claus and James E. Claus
15193 Doris Street
Anacortes, WA 98221



200411050025
Skagit County Auditor

11/5/2004 Page 1 of 2 9:51AM

File No.: 7081.20634/O'Brien, Rebecca Joan
950003904

Trustee's Deed

The GRANTOR, Northwest Trustee Service, 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 Robert S. Claus and James E. Claus, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 350506-0-011-0005 (P38501)

The West 400 feet of the North 215 feet of Government Lot 5, lying East of the East line of the County Road right-of-way, Section 6, Township 35 North, Range 5 East of the Willamette Meridian. Situated 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 Rebecca Joan O'Brien, a single person, as Grantor, to Island Title Company, a Washington corporation, as Trustee, and Western States Mortgage Corporation, a Washington corporation, Beneficiary, dated 02/21/95, recorded 02/28/95, under Auditor's/Recorder's No. 9502280048, records of Skagit County, Washington and subsequently assigned to First Security Savings Bank, FSB nka Flagstar Bank, FSB under Skagit County Auditor's/Recorder's No. 9502280049.
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 \$113,500.00 with interest thereon, according to the terms thereof, in favor of Western States Mortgage Corporation, a Washington corporation 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. Flagstar Bank, FSB, 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.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 07/22/04, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 200407220044.

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.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the 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 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 10/22/04, 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 \$114,651.00 (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).

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: October 27, 2004

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

#5985
NOV 05 2004

Amount Paid \$
By *[Signature]* Skagit Co. Treasurer Deputy

GRANTOR
Northwest Trustee Service, PLLC

By *[Signature]*
Assistant Vice President

Northwest Trustee Services, Inc. is successor by merger to Northwest Trustee Services, PLLC (formerly known as Northwest Trustee Services, LLC)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeff Steenman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Service, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/27/04

JULIE BOUFFLEUR
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-05

Julie Bouffleur
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires 2/23/05



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