WHEN RECORDED MAIL TO:

NATIONAL CITY MORTGAGE CO. 3232 NEWMARK DRIVE MIAMISBURG OH 45342

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FIRST AMERICAN TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2396583

Loan No.

9889227

T.S. No.

1069652-06

Parcel No.

P73704-4113-015-005-

TRUSTEE'S DEED

The Grantor, CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON, 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:

NATIONAL CITY MORTGAGE CO

Grantee

that real property, situated in the County of SKAGIT, State of Washington, described as follows:

LOT 1 THROUGH 5, BLOCK 15, "HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 60, 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 JAMES DAVID MEFFORD, A MARRIED MAN AS HIS SEPARATE ESTATE

as grantor to FIRST AMERICAN TITLE, as trustee and ALL FUND, INC. , as Beneficiary, dated August 31, 2001, recorded September 05, 2001, as No. 200109050125 in Book/Reel XX, Page/Frame XX, records of SKAGIT County, Washington.

2. Said Trust was executed to secure, together with other undertaking the payment of one promissory note in the sum of \$83,686.00 with interest thereon, according to the terms thereof, in favor of ALL FUND, INC.

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 is not used principally for SKAGIT COUNTY WASHINGLOW agricultural or farming purposes.

REAL ESTATE EXCISE TAX

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TRUSTEE'S DEED, Con't

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- 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. NATIONAL CITY MORTGAGE CO 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 premises.
- 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 October 07, 2004, recorded in the office of the Auditor of SKAGIT County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel XX, Page/Frame XX, as No.200410070024.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale AT THE COUNTY COURTHOUSE, 205 W. KINCAID STREET , HAMILTON, WASHINGTON, a public place, 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 at least 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once a week during the four weeks preceding the time of sale in a legal newspaper in which the property or any part thereof is situated; 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 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 January 07, 2005, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee than and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described for the sum of \$88,452.34 (cash) (by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute).

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TRUSTEE'S DEED, Con't

Loan No: 9889227 T.S. No: 1069652-06

Dated:

January 07, 2005

CAL-WESTERN RECONVEYANCE CORPORATION OF

WASHINGTON

Yvonne J. Wheeler. A.V.P

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On JAN 1 1 2005 before me, the undersigned, a Notary Public in and for said state personally appeared Yvonne J. Wheeler ÂVP personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

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instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature / July

(this area for official Notary Scal)

JULIE L. HANSHAW

Commission # 1342670

Notary Public - California
San Diego County

My Comm. Expires Feb 8, 2006

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