

FILED FOR RECORD AT REQUEST OF:
Wells Fargo Home Mortgage
5024 Parkway Plaza Blvd
MAC X5401-013
Charlotte, NC 28217



200502240086

Skagit County Auditor

2/24/2005 Page 1 of 2 1:45PM

Trustee Sale # 62061-F Loan # 8663242 Title Order # 2072500

TRUSTEE'S DEED ^{FIRST AMERICAN TITLE CO.}

76730

THE GRANTOR, **FIRST AMERICAN TITLE INSURANCE COMPANY, C/O TRUSTEE CORPS**, 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: **WELLS FARGO BANK, N.A SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.**, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

LOT 70, "SKYLINE NO. 6", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 64 THROUGH 67A, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

APN No. 3822-000-070-0005

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 **MARK RAE DYER, A SINGLE MAN**, as Grantor, to **H AND L SERVICES, INC.**, as Trustee, and **WELLS FARGO BANK, N.A SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.**, as Beneficiary, dated 07/25/2001, Recorded on 08/08/2001 as Instrument No. 200108080077 Book No. 4768, and Page No. 0921, records of Skagit, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$123,900.00 with interest thereon, according to the terms thereof, in favor of **WELLS FARGO BANK, N.A SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, 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 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 make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, a copy of said Notice was posted or served in accordance with law.
5. **WELLS FARGO BANK, N.A SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.**, being that the holder of the indebtedness secured by said Deed of Trust,

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delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with 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, **Recorded on 12/21/2004, as Instrument # 200412210099** in the office of the Auditor of **Skagit** County, Washington, a "Notice of Trustee's Sale" of said property.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. VERNON, WA, a public place, on **02/04/2005** at **10:00AM**, 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; 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 in 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.
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 eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on **02/04/2005**, 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 said Grantee, the highest therefore, the property hereinabove described, for the sum of **\$121,500.00**, 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.

Dated: **02/04/2005**

FIRST AMERICAN TITLE INSURANCE COMPANY, as Beneficiary

By: DENNIS CANLAS, ASST. SEC.

STATE OF: CA
COUNTY OF: ORANGE

On 2/03/05 before me MARIA DELATORRE notary public, personally appeared DENNIS CANLAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal,



200502240086

Skagit County Auditor

830
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 24 2005

Amount Paid \$
By Skagit Co. Treasurer
Deputy

