

AFTER RECORDING RETURN TO:

Robert S. Fraker
Peter O. Richard
Patricia A. Richard
Randall J. Richard
14517 228th St., SE
Snohomish, WA 98296



200509280065
Skagit County Auditor

9/28/2005 Page 1 of 4 11:47AM

FIRST AMERICAN TITLE CO.

TRUSTEE'S DEED

84802

The GRANTOR, PROFESSIONAL FORECLOSURE 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 Robert S. Fraker - 50%; Peter O. Richard and Patricia A. Richard, husband and wife, a married couple - 25%; Randall J. Richard - 25%, Grantee, that real property, situated in the County of Skagit, State of Washington, described as follows:

AS MORE FULLY DESCRIBED IN EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

Tax Parcel No.: 340311-4-003-0003

PORTION OF SECTION 11, T34N, R3E

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 Ted Cortez, Sr and Maria M Cortez, as Grantor, to First American Title Company of Skagit County, a California corporation as Trustee, and Washington Mutual Bank, a Washington corporation, as Beneficiary, dated March 31, 1999, recorded April 1, 1999, as No. 9904010045, in Book/Reel 1968, Page/Frame 0178, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$123,025.00 with interest thereon, according to the terms thereof, in favor of Washington Mutual Bank, 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.

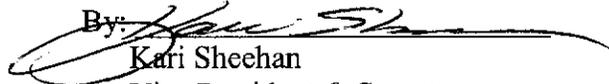
3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor as set forth in "Notice of Trustee's Sale" described below, which by the 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. Washington Mutual Bank, FA, 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.
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 June 13, 2005, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale of said property as Auditor's No. 200506130179.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as at the main entrance to the Skagit County Courthouse located in the City of Mount Vernon, Skagit County, Washington, a public place at 11:00 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-second and twenty-eighth day before the date of the sale and once between the eleventh and seventh day before the date of the 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 the 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 September 16, 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 bidder therefore, the property herein above described, for the sum of \$137,000.00.



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DATED: September 19, 2005.

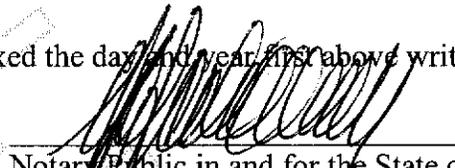
PROFESSIONAL FORECLOSURE CORPORATION OF WASHINGTON

By: 
Kari Sheehan
Vice President & Secretary

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

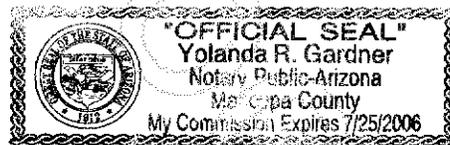
On this 19th day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Arizona duly commissioned and sworn, personally appeared Kari Sheehan to me known to be the Vice President & Secretary of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and office seal hereto affixed the day and year first above written.



Notary Public in and for the State of Arizona
My Commission Expires:

PFC# 05-70313
Title Order #2648577



5382
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 28 2005

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



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Skagit County Auditor

EXHIBIT B

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER STAKE BETWEEN SECTIONS 11 AND 12 TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., AND RUN SOUTH 59 RODS 12 FEET TO A STAKE; THENCE WEST, 80 RODS, MORE OR LESS, TO THE $\frac{1}{16}$ SECTION LINE SEPARATING THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ FROM THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 11; THENCE SOUTH ALONG THE AFORESAID $\frac{1}{16}$ SECTION LINE, 19 RODS, 12 FEET TO WITHIN 20 FEET OF A ROAD STAKE; THENCE EAST, 1157 FEET, MORE OR LESS, TO A POINT 163 FEET WEST OF THE SECTION LINE BETWEEN SECTION 11 AND 12, SAID TOWNSHIP AND RANGE AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH, 98 FEET; THENCE EAST, 163 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION 11; THENCE SOUTH, 98 FEET, MORE OR LESS, TO A POINT EAST OF POINT OF BEGINNING; THENCE WEST TO POINT OF BEGINNING, EXCEPT THEREFROM ALL DIKE, DITCH AND COUNTY ROADS RIGHTS-OF-WAY

