



200805160147  
Skagit County Auditor

5/16/2008 Page 1 of 2 1:45PM

After Recording Return to:  
CHESTER T. LACKEY  
Battersby Field Professional Building  
900 Dupont Street  
Bellingham, WA 98225

Document Title: Trustee's Deed  
Grantor: Chester T. Lackey, Trustee  
Grantee: Bank of the Pacific  
Legal: Lot 12 Deception Shores Planned Unit Development  
Parcel #: 4780-000-012-0000 (P118305)

GUARDIAN NORTHWEST TITLE CO.  
93558  
ACCOMMODATION RECORDING ONLY

TRUSTEE'S DEED

The Grantor, Chester T. Lackey, 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: Bank of the Pacific, Grantee, that real property situated in the County of Skagit, State of Washington, described as follows:

Lot 12, Deception Shores Planned Unit Development, According to the Plat thereof, recorded September 10, 2001, under Auditor's File No. 200109100117, records of Skagit County, Washington, situate in a portion of Government Lots 3, 4, 5 and 6, Section 24, Township 24 North, Range 1 East of W.M.,

This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between David T. DeMartini and Alaina J. Bixon, Trustees of the DeMartini / Bixon Family Trust, as Grantors, to Chicago Title Company, as Trustee, and Bank of the Pacific, as Beneficiary, dated the 23<sup>rd</sup> day of March, 2005, recorded on the 26<sup>th</sup> day of March, 2005, under Skagit County Auditor's File No. 200503250126.

Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$375,000.00, with interest thereon, according to the terms thereof, in favor of Bank of the Pacific, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

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.

Bank of the Pacific 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 terms of said Deed of Trust.

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 the 22<sup>nd</sup> day of January, 2008, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. 200801220103.

The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as the Skagit County Courthouse, 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 35th and 28th day before the date of sale, and once between the 14th and 7th 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.

During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

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.

The defaults specified in the "Notice of Trustee's Sale" not having been cured prior to the 10th day before the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on the 9th day of May, 2008, 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 therefor, the property hereinabove described, for the sum of \$300,000.00, 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 this 13th day of May, 2008.

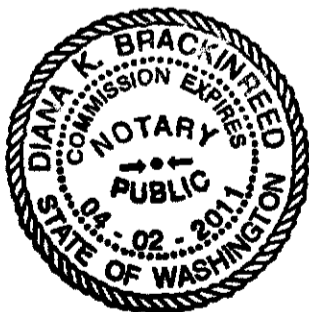
  
CHESTER T. LACKEY, Trustee

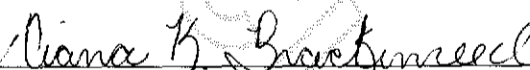
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
1563  
MAY 16 2008  
Amount Paid \$  
Skagit Co. Treasurer  
By *nam* Deputy

State of Washington )  
  ) ss.  
County of Whatcom )

I certify that I know or have satisfactory evidence that Chester T. Lackey is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 13th day of May, 2008.



  
NOTARY PUBLIC for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 4/2/11

