

After Recording Return To:  
Post Sale Dept.  
Northwest Trustee Services, Inc.  
P.O. Box 997  
Bellevue, WA 98009-0997



200811210125  
Skagit County Auditor

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200805120141  
Skagit County Auditor

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File No.: 7023.12891/TOLAR, WILLIAM B. and MELISSA  
0139537856

RE RECORD TO ADD LEGAL

Trustee's Deed

GUARDIAN NORTHWEST TITLE CO.

91152

The GRANTOR, Northwest Trustee Services, Inc., 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 Wells Fargo Bank, N.A., as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

ACCOMMODATION RECORDING ONLY

Tax Parcel No.: 350424-0-055-0209 (P37409)

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., described as follows: Commencing at a point on the West line of said Northwest 1/4 of the Northwest 1/4, 50 feet South of the Northwest corner of said Section 24, said point being on the South line of the abandoned right-of-way of the Puget Sound and Baker River Railroad; thence East along the South line of said right-of-way, a distance of 150.00 feet to the point of beginning of this description; thence South parallel with the West line of said Section 24, a distance of 140.00 feet; thence East parallel with the North line of said Section 24, a distance of 110.00 feet; thence North parallel with the West line of said Section 24, a distance of 140.00 feet to the South line of said right-of-way of the Puget Sound and Baker River Railroad; thence West on said right-of-way line a distance of 110.00 feet to the point of beginning of this description. SUBJECT TO easement, including terms and provisions thereof, recorded September 9, 1968, under Auditor's File No. 717886.

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 William B. Tolar and Melissa Tolar, Husband and Wife, as Grantor, to H and L Services, Inc., as Trustee, and Wells Fargo Bank, N.A., Beneficiary, dated 09/23/04, recorded 09/30/04, under Auditor's/Recorder's No. 200409300079, records of Skagit County, Washington.
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 \$163,435.00 with interest thereon, according to the terms thereof, in favor of Wells Fargo Bank, N.A. 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. Wells Fargo Bank, N.A., 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 02/01/08, 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. 200802010071.

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 05/02/08, 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 \$183,732.46 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: May 6, 2008 <sup>1490</sup>  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

3815  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

GRANTOR  
Northwest Trustee Services, Inc.

NOV 21 2008

By [Signature]  
Assistant Vice President By [Signature] Deputy  
Amount Paid \$ [Signature]  
Skagit Co. Treasurer

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

MAY 17 2008  
Amount Paid \$ [Signature]  
Skagit Co. Treasurer  
By [Signature] Deputy  
STATE OF WASHINGTON )  
COUNTY OF KING ) ss.  
)

I certify that I know or have satisfactory evidence that Jeff Stenman 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 Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-6-08

JULIE BOUFFLEUR  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 02-23-09

[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My commission expires: 2/23/2009

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UNOFFICIAL DOCUMENT



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STATE OF WASHINGTON  
COUNTY OF SKAGIT

I, Auditor of Skagit County, Washington, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my office. IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

*Jeanne Jones*

Auditor

**Schedule "C"**  
**Legal Description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

Commencing at a point on the West line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 50 feet South of the Northwest corner of said Section 24, said point being on the South line of the abandoned right-of-way of the Puget Sound and Baker River Railroad; thence East along the South line of said right-of-way, a distance of 150.00 feet to the point of beginning of this description; thence South parallel with the West line of said Section 24, a distance of 140.00 feet; thence East parallel with the North line of said Section 24, a distance of 110.00 feet; thence North parallel with the West line of said Section 24, a distance of 140.00 feet to the South line of said right-of-way of the Puget Sound and Baker River Railroad; thence West on said right-of-way line a distance of 110.00 feet to the point of beginning of this description.

**End of Schedule "C"**



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