Skagit County Auditor

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RETURN ADDRESS:

Gary Krohn Northgate Executive Center II 9725 Third Avenue N.E., Suite 600 Seattle, Washington 98115-2060

Document Title:

Trustee's Deed

Reference Number: 200112030207 (Deed of Trust)

200811240133 (Notice of Trustee's Sale)

Grantors:

Krohn, Gary (Successor Trustee)

CLS Financial Services, Inc.

Puget Sound Real Estate Group, Inc. Puget Sound Investment Group, Inc.

Gerald C. Vanhook

(Grantors under Deed of Trust)

Grantee:

Morris Enterprises Family Limited Partnership

Legal Description:

Ptn. lots 9-12, Replat of Big Lake Waterfront Trs.; a ptn of

Lot 121, Replat of Big Lake Waterfront Trs.

Tax Parcel/Account Number(s):

Parcel	Property /Parcel ID#
Ptn. Lots 9 &10	P78694
Ptn. Lot 10	P78695
Ptn. Lot 11	P78696
Ptn. Lot 121 (formerly Lot 12)	P62142

Trustee's Deed

The GRANTOR, Gary Krohn, as successor and 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 Morris Enterprises Family Limited Partnership, GRANTEE, that real property, situated in the County of Skagit, State of Washington, as described on attached Schedule 'A-1.'

RECITALS:

- This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust, between CLS Financial Services, Inc., Puget Sound Real Estate Group, Inc., Puget Sound Investment Group, Inc., and Gerald C. Vanhook, as Grantor, to Puget Sound Real Estate Services Group, Inc., as Trustee, to secure an obligation in favor of Morris Enterprises Family Limited Partnership, as Beneficiary, dated August 28, 2001, recorded December 03, 2001, under Auditor's/Recorder's No. 200112030207, records of Skagit, County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the principal sum of \$218,750.00, with interest thereon, according to the terms thereof, in favor of Morris Enterprises Family Limited Partnership, and to secure any other sums of money which might become due and payable under the terms of the 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 the Notice was posted or served in accordance with law
- 5. Morris Enterprises Family Limited Partnership, being then the holder of the indebtedness secured by the Deed of Trust, delivered to the Trustee a written request directing the Trustee to sell the described property in accordance with the law and the terms of the Deed of Trust.
- 6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of the Deed of Trust, executed and, on November 24, 2008 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of the property under recording No. 200811240133.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place, date, and time of sale the front entrance of the Skagit County Superior Courthouse, 205 West Kincaid, Mount Vernon, Washington 98273 a public place, on March 06, 2009, 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, SKAGIT COUNTY WASHINGTON

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MAR 11 2009

Amount Paid \$6
Skagit Co. Treasurer

REAL ESTATE EXCISE TAX

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further, the Trustee caused a copy of the "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh 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 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 foreclosure, no action was pending on an obligation secured by the Deed of Trust.
- 9. All legal requirements and all provisions of the 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 the obligation secured by the Deed of Trust remaining unpaid, on March 06, 2009, 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 the Grantee, the highest or best bidder, the property hereinabove described, for the sum of \$150,000.00 in cash, cash equivalent, or credit.
- 11. The Beneficiary reserved any and all rights the Beneficiary has or may have against any and guarantors.

Dated March 9, 2009.

Gary Krokn

Northgate Executive Center II 9725 Third Avenue N.E., Suite 600 Seattle, Washington 98115-2060

STATE OF WASHINGTON)
) s:
COUNTY OF KING)

TRUSTEE DEED PAGE 3 of 5

On March 9, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Krohn, to me known to be the individual who executed the foregoing instrument, and acknowledged the deed to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the deed.

WITHHBB/my hand and official seal hereto affixed the day and year first above written.

Stagle E. Hears

Notary Public in and for the State

of Washington, residing at Edmonds, Washington

My appointment expires August 15, 2009

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Schedule "A-1"

DESCRIPTION:

PARCEL "A":

Lots 11 and 12, "REPLAT OF FIRST ADDITION, BIG LAKE WATER FRONT TRACTS, LOTS 122 TO 127," as per plat recorded in Volume 11 of Plats, page 3, records of Skagit County, Washington.

EXCEPT a strip of land 60 feet wide the centerline of which is an existing road on or near the Southeast corner of said Lot 7 and extending from the County road to the North line of the Northeast ¼ of the Southwest ¼ of Section 7, Township 33 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Lots 9 and 10, "REPLAT OF FIRST ADDITION, BIG LAKE WATER FRONT TRACTS, LOTS 122 TO 127," as per plat recorded in Volume 11 of Plats, page 3, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of Lot 10;

thence Easterly along the North line of said Lot 10, a distance of 155 feet which is the true point of beginning;

thence South 39°00'00' East, a distance of 212 feet;

thence Easterly and parallel with the South line of said Lot 9, a distance of 225 feet, more or less, to the Easterly boundary of said Lot 9;

thence Northwesterly along the Easterly boundaries of Lots 9 and 10 to the North boundary of Lot 10; thence Westerly along the North boundary of Lot 10 to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of Lots 9 and 10, "REPLAT OF FIRST ADDITION, BIG LAKE WATER FRONT TRACTS, LOTS 122 TO 127," as per plat recorded in Volume 11 of Plats, page 3, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of Lot 10 which is the true point of beginning;

thence Easterly along the North line of said Lot 10, a distance of 155 feet;

thence South 39°00'00" East, a distance of 212 feet;

thence Easterly and parallel with the South line of said Lot 9, a distance of 225 feet, more or less, to the Easterly boundary of said Lot 9;

thence Southeasterly along the Easterly boundary of said Lot 9 to the South boundary of Lot 9;

thence Westerly along the South boundary of Lot 9 to the West boundary of Lot 9;

thence Northerly along the West boundary of Lots 9 and 10 to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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PARCEL "D":

That portion of Lot 121, "FIRST ADDITION, BIG LAKE WATER FRONT TRACTS," as per plat recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington, lying West of the County road as conveyed by a deed recorded April 20, 1956, under Auditor's File No. 534812, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

A non-exclusive easement for ingress, egress and utilities as granted by instruments recorded November 16, 1998, and April 21, 1999, under Auditor's File Nos. 9811160159 and 9904210098, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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