

WHEN RECORDED RETURN TO:
THOMAS D. BIGSBY, PLLC
Attorney at Law
1907 Everett Avenue
Everett, WA 98201



200904080081
Skagit County Auditor

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131517-P
LAND TITLE OF SKAGIT COUNTY

TRUSTEE'S DEED

GRANTOR: THOMAS D. BIGSBY, Successor Trustee

GRANTEES: GLENN TISSUE and SUZANNE TISSUE, husband and wife

LEGAL DESCRIPTION:

Tract 2, Short Plat No. 88-80, approved November 18, 1980 in Book 5 of Short Plats, page 3, under Auditor's File No. 8011180063 and being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 33 North, Range 5 East, W.M.

Situate in Skagit County, Washington.

TAX ACCOUNT NO.: 330518-4-006-0101 / P181 45

GRANTOR, as Successor 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 **GLENN TISSUE** and **SUZANNE TISSUE**, husband and wife **GRANTEE**, that real property, situated in the County of Skagit, State of Washington, described above.

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 as **DANIEL A. BURKART** Grantor, to **THOMAS D. BIGSBY** as Successor Trustee, and **GLENN TISSUE** and **SUZANNE TISSUE**, husband and wife as Beneficiaries, recorded February 27, 2001, under Skagit County Auditor's File No. 2001022270098 and **CORRECTED AND REPLACED** by that Deed of Trust recorded June 2, 2004, under Skagit County Auditor's File No. 200406020025, 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 sum of \$72,500.00 with interest thereon, according to the terms thereof, in favor of Beneficiaries, 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/her successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. GLENN TISSUE and SUZANNE TISSUE, husband and wife, being then the holders 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 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 February 27, 2001, under Skagit County Auditor's File No. 2001022270098 and CORRECTED AND REPLACED by that Deed of Trust recorded June 2, 2004, under Skagit County Auditor's File No. 200406020025, records of Skagit County, Washington.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as Skagit County Superior Court, a public place, at 9 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.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.



