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WHEN RECORDED RETURN TO: William P. McArdel III 1826 - 114th Avenue NE, Suite 101 Bellevue, WA 98004

TRUSTEE'S DEED

Document Title:

Trustee's Deed

Grantor:

William P. McArdel III, Trustee

Grantee:

American General Home Equity, Inc.

Legal Description:

Lot 50, Eagle Valley P.U.D., Pgs. 181 to 183

Reference No.:

200801290055

Tax Parcel No.:

4632-000-050-0009

The Grantor, William P. McArdel III, 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: American General Home Equity, Inc., Grantee, that real property, situated in the County of Skagit, State of Washington, described as follows:

THE LOT 50, "EAGLE VALLEY P.U.D." AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 181 TO 183, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

the postal address of which is more commonly known is:

24053 Feather Lane Sedro Woolley, WA 98284 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 30 OCT 21 2009

Amount Paid \$ 18 Skagit Co. Treasurer

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 dated January 25, 2008, between James P. Brumley and Betty J. Brumley, husband and wife, as Grantors, to Guardian Northwest Title and Escrow, as Trustee, to secure an obligation in favor of AMERICAN GENERAL HOME EQUITY, INC., as Beneficiary, and recorded January 29, 2008, under Auditors' File No. 200801290055, on Volume/Reel N/A Page/Frame N/A, 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 <u>ONE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED AND THREE DOLLARS AND 64/100 (\$171,903.64)</u> with interest thereon, according to the terms thereof, in favor of AMERICAN GENERAL HOME EQUITY, INC., 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 the "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. American General Home Equity, Inc. 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 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 July 2, 2009, recorded in the office of the Auditor of Skagit County, Washington, an "Amended Notice of Trustee's Sale" of said property in Volume/Reel N/A, Page/Frame N/A, as No. 200907020091.
- The Trustee, in its aforesaid "Amended Notice of Trustee's Sale," fixed the place of sale at the Skagit County Courthouse, a public place, at 10:00 o'clock a.m., October 2, 2009, thereafter continued to October 16, 2009, and in accordance with the law, caused copies of the statutory "Amended 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 Amended Notice of Trustee's Sale to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale; in a legal newspaper in each county in which the property or any party thereof is situated, and further, included with this Notice, which was transmitted or served to or upon the Grantor or his successor in interest, an "Amended 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.
- 9. All legal requirements and 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 October 16, 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 said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of \$150,000.00 (by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expense as provided by statute).

DATED this A day of October, 2009.

William P. McArdel III, Trustee

STATE OF WASHINGTON

STATE OF WASHINGTON) ss.
COUNTY OF KING)

On this day personally appeared before me WILLIAM P. McARDEL III, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of October, 2009.

PUBLIC OF WASHING

Notary Public in and for the State of Washington, residing at Newcastle

My Appointment Expires: June 19, 2012

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