

**RECORDING REQUESTED BY:**  
**RECONTRUST COMPANY**  
After recording, return to:  
**RECONTRUST COMPANY**  
**400 COUNTRYWIDE WAY SV-35**

**SIMI VALLEY, CA 93065**  
**Forward Tax Statements to**  
**Address listed above**  
File No.: 2009 - 58682

**CHICAGO TITLE CO.**  
**620003328**



200912180061

Skagit County Auditor

12/18/2009 Page

1 of

2 1:33PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **Trustee's Deed**

The GRANTOR, RECONTRUST COMPANY, N.A., as present Trustee under that Deed of Trust (defined below) in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-83CB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-83CB, as GRANTEE, all real property (the property), situated in the county of Skagit, state of Washington, described as follows:  
Tax Parcel No.: 4781-000-020-0000

LOT 20, "PLAT OF SKAGIT ORCHARDS", ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2001-09240161, RECORDS OF SKAGIT COUNTY WASHINGTON.

#### **RECITALS:**

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by the certain Deed of Trust between JOHN F GABRIEL, A MARRIED MAN, as Grantor, to LS TITLE OF WASHINGTON, as Trustee, and MORTGAGE ELECTRONIC REGISTRATON SYSTEMS, INC., Beneficiary, dated 10/21/2005 recorded 10/28/2005, under Auditor's/Recorder's No. 200510280200, records of Skagit County, Washington.
2. The Deed of Trust was executed to secure together with other undertakings, the payment of one promissory note(s) ("Note") in the sum of \$292,500.00 with interest thereon, according to the terms thereof, in favor of MORTGAGE ELECTRONIC REGISTRATON SYSTEMS, 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 Deed of Trust provides that the Property is not 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 the law.
5. MORTGAGE ELECTRONIC REGISTRATON SYSTEMS, INC., being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor 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 Grantor, in compliance with the terms of the Deed of Trust, executed and on 06/17/2009, 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.

200906170071.

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, Mount Vernon, a public place, at 10:00 o'clock, 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-second and twenty-eighth day before the date of sale, and once between the eleventh and 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 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 12/04/2009, 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 \$333,956.36(cash) (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).

28861  
RECONTRUST COMPANY, N.A.  
NOTARY PUBLIC - CALIFORNIA  
NOTARY PUBLIC - CALIFORNIA

RECONTRUST COMPANY, N.A.

DATED: December 10, 2009

BY:

State of: CALIFORNIA

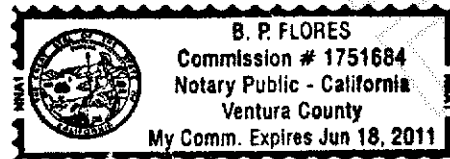
County of: VENTURA

G. Hernandez, Assistant Secretary

On 12-15-09 before me B. P. Flores, notary public,  
personally appeared G. HERNANDEZ, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

B. P. Flores



200912180061

Skagit County Auditor