

WHEN RECORDED RETURN TO:

Thomas D. Adams
Adams, Duncan & Howard, Inc., P.S.
3128 Colby Avenue
Everett, WA 98201



200912220061

Skagit County Auditor

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TRUSTEE'S DEED

REFERENCE NO.: 200909160046
GRANTOR: THOMAS D. ADAMS, Trustee
GRANTEES: North County Bank
LEGAL DESCRIPTION: Lot 5 "Plat of Harvest Edge", as recorded March 17, 2006, under Auditor's File No. 200603170131, records of Skagit County, Washington.
Situates in Skagit County, State of Washington.
TAX PARCEL NO.: 4885-000-005-0000

The GRANTOR, THOMAS D. ADAMS, 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: North County Bank, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 5, "Plat of Harvest Edge", as recorded March 17, 2006, under Auditor's File No. 200603170131, records of Skagit County, Washington.
Situates in Skagit County, State of Washington.

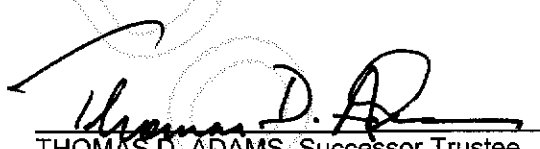
TAX PARCEL NO.: 4885-000-005-0000

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 Burke Construction, Inc., as Grantor, to Land Title Company of Skagit County, as Trustee, and North County Bank, as Beneficiary, dated May 19, 2008, recorded May 28, 2008, as No. 200805280096, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings and collateral, the payment of a promissory note(s) in the sum of \$805,000.00, with interest thereon, according to the terms thereof, in favor of North County Bank, 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 "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 advanced "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. North County Bank, 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 September 16, 2009, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as No. 200909160046.
 7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the South entrance of the Skagit County Courthouse, a public place, at 9:30 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 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 said 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 December 18, 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 therefor, the property hereinabove described, for the sum of \$170,000.00 (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 18th day of December, 2009.


THOMAS D. ADAMS, Successor Trustee

STATE OF WASHINGTON)

: ss.

COUNTY OF SNOHOMISH)

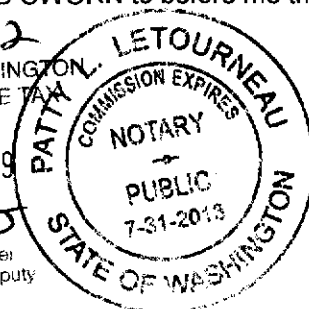
On this day personally appeared before me THOMAS D. ADAMS, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SIGNED AND SWORN to before me this 18th day of December, 2009.

3912
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 22 2009

Amount Paid \$
By Skagit Co. Treasurer
Lp Deputy




(print name: PATTY L. LETOURNEAU)

NOTARY PUBLIC in and for the State of Washington.

My commission expires: July 31, 2013



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