

After Recording Return To:  
Post Sale Dept.  
Northwest Trustee Services, Inc.  
P.O. Box 997  
Bellevue, WA 98009-0997



201002100053  
Skagit County Auditor

2/10/2010 Page 1 of 3 2:16PM

File No.: 7261.23523/Fosdick, Larry R. and Molly A.

GUARDIAN NORTHWEST TITLE CO.

AF 2003 0730 0096

90342

### Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as trustee - SURF-BC4, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 340505-2-003-0706 (P30061)

Abbreviated Legal: Section 5, Township 34, Range 5; Ptn SW NW (aka Tract 3 Short Plat No. 51-73)

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5, Township 34 North, Range 5 East W.M., being more particularly described as follows: Beginning at the Southwest corner of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; thence North 89 degrees 17' 45" East along the South line of said subdivision, 16.5 feet to an intersection with the East line of the West 1 rod of said subdivision; thence North 0 degrees 24' 49" West along said East line of the West 1 rod, 560.49 feet to an intersection with the Southerly margin of the Old Day Creek Road; thence South 51 degrees 54' 38" East, 357.91 feet to the true point of beginning; thence South 51 degrees 27' 13" East, 43.55 feet; thence South 8 degrees 16' 14" East, 93.57 feet; thence South 75 degrees 05' 58" East, 69.09 feet; thence South 22 degrees 03' 00" East, 211.88 feet to said South line of said subdivision; thence South 89 degrees 17' 45" West, 471.52 feet along said South line, 471.52 feet to said East line of the West 1 rod of said subdivision; thence North 38 degrees 15' 41" East, 438.72 feet to the true point of beginning. (Being known as Tract 3 of Short Plat No. 51-73). Together with an easement for road and utilities over and across a strip of land 60 feet in width and including a circular cul-de-sac, the centerline of said 60 foot strip being more particularly described as follows: Beginning at the Southwest corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5, Township 34 North, Range 5 East W.M.; thence North 0 degrees 24' 49" West along the West line of said subdivision, 557.61 feet to an intersection with the Southerly margin of the Old Day Creek Road; thence North 79 degrees 24' 57" East along said Southerly margin, 138.92 feet to a point of curvature in said Southerly margin; thence along the arc of said curve to the left having a radius of 746.23 feet, through a central angle of 20 degrees 17' 40", an arc distance of 264.32 feet to a point of tangency in said Southerly margin; thence North 59 degrees 07' 17" East along said Southerly margin, 121.99 feet to the true point of beginning of said centerline of said 60 foot wide easement; thence South 30' 52' 43" East, 30.00 feet; thence South 59 degrees 07' 17" West, 76.52 feet; thence South 10 degrees 35' 35" West, 97.66 feet; thence South 27 degrees 01' 22" East, 141.68 feet; thence South 59 degrees 11' 29" East, 73.77 feet to a point to be hereinafter referred to as Point "A"; thence continue South 59 degrees 11' 29" East, 59.97 feet; thence South 15 degrees 41' 41" East, 137.85 feet to a terminus point in said 60 foot wide easement; and also a strip of land 60 feet in width beginning at before mentioned Point "A"; thence South 62 degrees 32' 00" West, 137.07 feet; thence South 85 degrees 11' 10" West, 127.33 feet to a terminus point in said 60 foot wide easement at a point to be hereinafter referred to as Point "B", and also a circular cul-de-sac having a radius of 45 feet, the center of which being before mentioned Point "B": Except that portion of said easement lying within the above described main tract. Situate in the County of Skagit, State of Washington

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Larry R. Fosdick and Molly A. Fosdick, husband and wife., as Grantor, to Pacific Northwest Title Ins. Co., as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC, Beneficiary, dated 07/25/03, recorded 07/30/03, under Auditor's No. 200307300096, records of Skagit County, Washington and subsequently assigned to JPMorgan Chase Bank, as trustee-SURF 2003-BC4 under Skagit County Auditor's No. 200701090078.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$151,200.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC 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 provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is 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 law.

5. JPMorgan Chase Bank, as trustee-SURF 2003-BC4, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with 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 07/17/09, 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. 200907170091.

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, City of Mount Vernon, State of Washington a public place, at 10:00 o'clock a.m., 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-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the 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 by the Beneficiary, its successors or assigns 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.

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SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 10 2010



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Skagit County Auditor

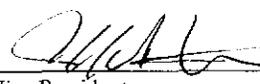
Amount Paid  
Skagit Co. Treasurer  
By *[Signature]* Deputy

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 February 5, 2010, 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 \$171,686.04.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: February 9, 2010

GRANTOR  
Northwest Trustee Services, Inc.

By   
Assistant Vice President  
Northwest Trustee Services, Inc.

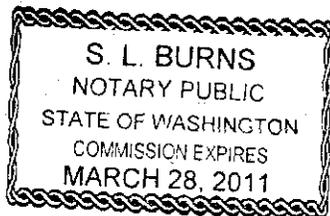
STATE OF WASHINGTON

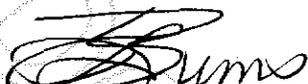
COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that Jeff Stenman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2.9.10



  
NOTARY PUBLIC in and for the State of  
Washington, residing at King Co.  
My commission expires: 03/28/2011



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