



201011030101  
Skagit County Auditor

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WHEN RECORDED MAIL TO:

AMTRUST BANK  
1111 CHESTER AVENUE  
MAIL CODE # OH98-0805  
CLEVELAND OH 44114



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. XXXXXX9853  
T.S. No. 1195521-12  
Parcel No. 350811-2-001-0100

GUARDIAN NORTHWEST TITLE CO.

96522-1

### TRUSTEE'S DEED

The Grantor, CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON, 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:  
AMTRUST BANK

Grantee

that real property, situated in the County of SKAGIT, State of Washington, described as follows:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION II TOWNSHIP 35 NORTH RANGE 8 EAST WM ALSO KNOWN AS PARCEL B OF THAT SURVEY RECORDED APRIL 2 1991 IN VOLUME II OF SURVEYS PAGE 14 AUDITORS FILE NO 9104020044 RECORDS OF SKAGIT COUNTY WASHINGTON

#### 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 KEVIN R RUDOLPH AND LUCINDA M RUDOLPH HUSBAND AND WIFE as grantor to LAND TITLE COMPANY OF SKAGIT COUNTY, as trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, as Beneficiary, dated January 06, 2006, recorded January 11, 2006, as No. 200601110046 in Book/Reel XX, Page/Frame XX, records of SKAGIT County, Washington.
2. Said Trust was executed to secure, together with other undertaking the payment of one promissory note in the sum of \$156,000.00 with interest thereon, according to the terms thereof, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3368  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 03 2010

TDUSWA.DOC

Amount Paid \$ *0* Rev. 09/15/09  
Skagit Co. Treasurer  
By *AP* Deputy

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TRUSTEE'S DEED, Con't

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3. The described Deed of Trust provides that the real property conveyed 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 make 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. AMTRUST 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 premises.
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 07, 2009, recorded in the office of the Auditor of SKAGIT County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel XX, Page/Frame XX, as No.200907070273.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale AT THE COUNTY COURTHOUSE, 205 W. KINCAID STREET, CONCRETE, WASHINGTON, a public place, 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 at least 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once a week during the four weeks preceding the time of sale in a legal newspaper in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted to or served 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 October 09, 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 \$173,295.26 (cash) (by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute).



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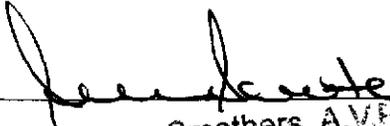
TRUSTEE'S DEED, Con't

Loan No: XXXXXX9853

T.S. No: 1195521-12

Dated: October 09, 2009

CAL-WESTERN RECONVEYANCE CORPORATION  
OF WASHINGTON

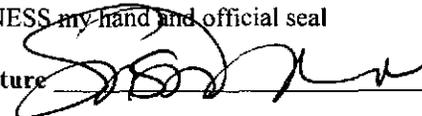
  
Susan Smothers, A.V.P.

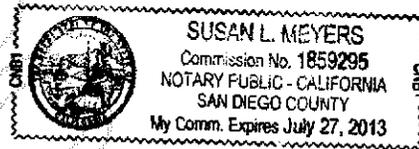
State of CALIFORNIA  
County of SAN DIEGO

On JUL 15 2010 before me, SUSAN L. MEYERS  
a Notary Public, personally appeared Susan Smothers, A.V.P., who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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. I certify under PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(Seal)

Signature 



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