



201012200074

Skagit County Auditor

12/20/2010 Page

1 of

3 11:00AM

After Recording Return to:
MARK A. LACKEY
Battersby Field Professional Building
900 Dupont Street
Bellingham, WA 98225

Document Title: Trustee's Deed
Grantor: Mark A. Lackey, Trustee
Grantee: Howard M. McIntyre
Legal: Ptn NE NE (aka Lot 1, Short Plat No. AN-82-005
Parcel#: P31949 350125-D-012-0005

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

3832

DEC 20 2010

Amount Paid \$0
Skagit Co. Treasurer
By *MAM* Deputy

TRUSTEE'S DEED

The Grantor, Mark A. Lackey, 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: Howard M. McIntyre, Grantee, that real property situated in the County of Skagit, State of Washington, described as follows:

Lot 1, Short Plat No. AN-82-005, approved December 7, 1982, and recorded in Volume 6 of Short Plats, page 38, under Auditor's File No. 8212100017, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East, W.M.

Situate in Skagit County, Washington

This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Steven R. Tracy, as Grantor, to First American Title Company, as Trustee, and Howard M. McIntyre, as Beneficiary, dated the 28th day of July, 2008, recorded on the 30th day of July, 2008, under Skagit County Auditor's File No. 200807300087.

An Appointment of Successor Trustee appointing Mark A. Lackey as Trustee was recorded on the 7th day of September, 2010, under Skagit County Auditor's File No. 201009070175.

Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$165,000.00, with interest thereon, according to the terms thereof, in favor of Howard M. McIntyre, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

The Deed of Trust was at all times exempt from the provisions of RCW 61.24.031.

Default having occurred in the obligations secured and/or covenants of the Grantor under said Deed of Trust, 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 advance "Notice of Default" was transmitted to the Grantor and to the borrower by both first-class and certified mail, return-receipt requested at their last known addresses, and a copy of said Notice was posted and/or served in accordance with law.

Howard M. McIntyre, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or its authorized agent to sell the described property in accordance with the law and terms of said Deed of Trust.

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 the 7th day of September, 2010, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale of said property as Auditor's File No. 201009070176.

Prior to the date of the Notice of Trustee's Sale, and continuing thereafter through the date of the Trustee's Sale, the Trustee maintained a street address in the State of Washington where personal service of process could be made and the Trustee maintained a physical presence and had telephone service at such address.

Before the Notice of Trustee's Sale was recorded, transmitted, or served, the Trustee has proof that Howard M. McIntyre, the Beneficiary, was the owner of the promissory note or obligation secured by the Deed of Trust.

The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as the Skagit County Courthouse, a public place within the county where the property is located at 10:00 A.M., which is during the hours set by statute for the conduct of sale of real estate at execution, 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, including the borrower and Grantor by both first-class and certified mail, return-receipt requested at their last known addresses, and posted 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 35th and 28th day before the date of sale, and once between the 14th and 7th 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 and borrower or his successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the subject Note and Deed of Trust were attached. The sale was not postponed.

During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

The Trustee has no knowledge of any forbearance agreements entered into by and between Howard M. McIntyre, the Beneficiary and either the Grantor or borrower.

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.

The defaults specified in the Notice of Trustee's Sale not having been cured no less than 11 days prior to the Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on the 10th day of December, 2010, 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 Howard M. McIntyre, the highest bidder therefor, the property hereinabove described, for the sum of \$211,588.88, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute, together with improvements made to prevent deterioration of the subject property.

Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.



