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Skagit County Auditor

1/20/2011 Page 1 of 2 2:02PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

174
JAN 20 2011

Amount Paid \$
By Skagit Co. Treasurer
M. M. Deputy

ACCOMMODATION RECORDING

CHICAGO TITLE 620011959

FILED FOR RECORD AT REQUEST OF:

ING Bank, FSB
1 S. Orange Street
Wilmington, DE 19801
Attn: REO Asset Manager

Trustee Sale No.: F10-00408 WA Loan No.: 902205860 Title Order No.: 547476

TRUSTEE'S DEED

THE GRANTOR, **Michelle R. Ghidotti, Esq.**, 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: **ING BANK, FSB**, GRANTEE, that real property, situated in the County of **Skagit**, State of Washington, described as follows:

LOTS 1 AND 2, BLOCK 155, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

APN No.: 37721550020018

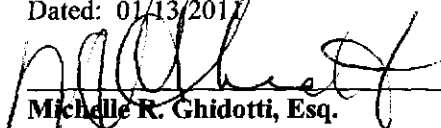
Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

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 **MARK A. NILSON AND KATRINE A. EAGLING, HUSBAND AND WIFE**, as Grantor, to **LAND TITLE COMPANY OF SKAGIT COUNTY**, as Trustee, and **ING BANK, FSB**, as Beneficiary, dated **01/26/2007**, recorded on **01/31/2007 as Instrument No. 200701310105**, records of **Skagit**, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of **\$368,000.00** with interest thereon, according to the terms thereof, in favor of **ING BANK, FSB** 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 make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, a copy of said Notice was posted or served in accordance with law.
5. **ING BANK, FSB**, being the current holder of the indebtedness secured by said Deed of Trust, delivered to the below said Trustee a written request directing said Trustee or her authorized agent to sell the described property in accordance with 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, **recorded on 10/05/2010, as Instrument # 201010050052** in the office of the Auditor of **Skagit** County, Washington, a "Notice of Trustee's Sale" of said property.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA, a public place, on **01/07/2011 at 10:00AM**, 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 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth 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 in 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.
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 eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on **01/07/2011**, 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 therefore, the property hereinabove described, for the sum of **\$389,718.07**, 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.

Dated: 01/13/2011



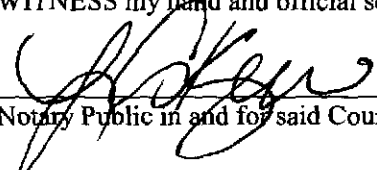
 Michelle R. Ghidotti, Esq.
 5400 Carillon Point
 Kirkland, WA 98033

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.

On 1/13/11 before me, L. Askew, a notary public personally appeared, Michelle R. Ghidotti, Esq., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



 Notary Public in and for said County and State

