2 0 1 1 0 2 1 5 0 2 4 4 Skagit County Auditor 2/15/2011 Page 1 of

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

3 2:21PM

File No.: 8501.20001/Luecke, David and Van Ackeren, Diane

GUARDIAN NORTHWEST TITLE CO. 97824

## 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 OurCapitalGroup LLC., as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.; 3809-401-010-0300 (P116202)

Abbreviated Legal: Ptn. Block 1401, "Northern Pacific Addition to Anacortes"

Commencing at the Southeast corner of Lot 4, in Block 1401, "Northern Pacific Addition to Anacortes", according to the plat recorded in Volume 2 of Plats, Pages 9 through 11, records of Skagit County, Washington; thence North 69 degrees 42' 24" East 10 feet along the Southerly boundary of Lot 3 in said Block 1401 to the Point of Beginning; thence North 20 degrees 17' 36" West 127.63 feet parallel to the East line of said Lot 4; thence South 69 degrees 42' 24" West 90.00 feet to a point that lies 10 feet East of the East line of Lot 7 is said Block 1401; thence North 20 degrees 17' 48" West 48.82 feet to the North line of said Block 1401 and the South line of the right-of-way of the Great Northern Railway Company; thence North 20 degrees 17' 36" West 135.29 feet to a point on a curve to the right whose radius bears North 23 degrees 56' 41" West 2640.00 feet, with a delta of 01 degrees 56' 00"; thence along said curve to the right 89.09 feet; thence North 67 degrees 59' 20" East 36.39 feet; thence South 32 degrees 01' 28" West 51.01 feet; thence South 20 degrees 17' 36" East 105.09 feet to the North line of said Block 1401; thence South 20 degrees 17' 36" East 23.10 feet; thence North 69 degrees 42' 24" East 17.42 feet; thence South 65 degrees 17' 35" East 24.85 feet; thence south 20 degrees 17' 36" East 140.06 feet to the South boundary of said Block 1401; thence South 69 degrees 42' 24" West 30.00 feet along said boundary to the Point of Beginning.

(Also known as Lot 3 of that survey recorded August 12, 2004, under Skagit County Auditor's File No. 2004080120020, said survey being a revision of that survey recorded April 23, 1999, under Auditor's File No. 9904230058.)

RECITALS:

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TOXY

FEB 15 2014

Amount Paid \$ 5 Skagit Co. Treasurer By Deputy

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Beneficiary by that certain Deed of Trust between David Lucke and Diane Van Ackeren husband and wife, as Grantor, to First American Title, as Trustee, and National City Mortgage a division of National City Bank, Beneficiary, dated 05/02/07, recorded 05/09/07, under Auditor's No. 200705090086, records of Skagit County, Washington.
- 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 \$1,000,000.00 with interest thereon, according to the terms thereof, in favor of National City Mortgage a division of National City 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 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. National City Mortgage a division of National City Bank, being then the holder 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 09/14/10 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. 201009140103.
- 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.
- 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 4, 2011, 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 Beneficiary, the highest bidder therefore, for the sum of \$1,100,000.00. Beneficiary then directed Grantor to issue this Trustee's Deed directly to Grantee.

2/15/2011 Page

2 of 3 2:21PM

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 11, 2011

GRANTOR

Northwest Trustee Services, Inc.

Assistant Vice President

Northwest Trustee Services, Inc.

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Heother Westfall 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: February 11, 2011

S. L. BURNS
NOTARY PUBLIC V
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 28, 2011

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

201102150244 Skagit County Auditor

2/15/2011 Page

3 of

3 2:21PM