

Return Address:

LPSL Corporate Services, Inc.
Successor Trustee
Attn: Gregory R. Fox
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338



201104080032

Skagit County Auditor

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TRUSTEE'S DEED

GRANTOR: LPSL CORPORATE SERVICES, INC.
GRANTEE: WASHINGTON FEDERAL SAVINGS
& LOAN ASSOCIATION
ABBREV. LEGAL DESCRIPTION: SECTION 28, TOWNSHIP 34, RANGE 4, PTN. NE
SW
TAX PARCEL NUMBER(S): 340428-3-003-0005 (P28026)
AFFECTED DOCUMENTS: 200605090130
100314
GUARDIAN NORTHWEST TITLE CO.

The Grantor, LPSL Corporate Services, Inc., as Successor Trustee under that certain Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to Washington Federal Savings & Loan Association, as Grantee, that real property, situated in the County of Skagit, State of Washington, described as follows:

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the South line of the Country Road running along the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

thence South along the East line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, a distance of 400 feet to the Southeast corner of that certain tract conveyed to Floyd M. Alexander and Goldie N. Alexander, husband and wife, by instrument dated April 19, 1960, recorded under Auditor's File No. 593453, and the true point of beginning;

thence continue Southerly along the East line of said subdivision a distance of 300 feet, more or less, to the Northeast corner of a tract sold to Marilyn R. Humphries by instrument dated December 20, 1968, recorded December 30, 1968, under Auditor's File No. 721887;

thence Westerly, parallel with the South line of said subdivision, to the Easterly line of the Little Mountain County Road No. 323;

thence Northerly along said Easterly line to its intersection with the Westerly projection of the South line of the aforementioned F.M. Alexander Tract;

thence Easterly along said line to the true point of beginning,

EXCEPT any portion conveyed to the County of Skagit by deed recorded July 18, 1988, under Skagit County Auditor's File No. 8807180003.

RECITALS

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Successor Trustee by that certain Deed of Trust (as amended, the "Deed of Trust") dated May 1, 2006 and recorded May 9, 2006 under Instrument No. 200605090130, records of Skagit County, Washington, from Little Mountain East, L.L.C., a Washington limited liability company, as Grantor under said Deed of Trust ("Grantor"), to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as Beneficiary ("Beneficiary"). The Deed of Trust and the obligation secured thereby were modified, as memorialized by that certain Modification of Deed of Trust dated August 13, 2007, and recorded August 21, 2007 under Instrument No. 200708210010, records of Skagit County, Washington, and further modified as memorialized by that certain Modification of Deed of Trust dated April 27, 2009, and recorded May 8, 2009 under Instrument No. 200905080126, records of Skagit County, Washington. The Deed of Trust and the obligation secured thereby were assigned to Washington Federal Savings & Loan Association ("Washington Federal") by the Federal Deposit Insurance Corporation ("FDIC") receivership of Horizon Bank, as memorialized by an Assignment of Deed of Trust dated April 12, 2010 and recorded April 13, 2010 under Instrument No. 201004130070, records of Skagit County, Washington.

2. Said Deed of Trust was executed to secure, together with other undertaking, the payment of a promissory note in the stated principal amount of \$3,574,847.74, with interest thereon, according to the terms thereof, in favor of the Beneficiary of the Deed of Trust, to secure payment of a promissory note dated December 14, 2005 in the principal amount of \$2,550,000.00, to secure payment of a promissory note dated January 23, 2007 in the principal amount of \$1,127,832.73, 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 obligation 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 makes operative the power to sell, the 30-day advance Notice of Default was transmitted to the Grantor, or its successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. The Beneficiary, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Successor Trustee to sell the described premises.

6. The default specified in the "Notice of Default" not having been cured, the Successor Trustee, in compliance with the terms of said Deed of Trust, executed and on December 30, 2010, recorded in the office of the Auditor of Skagit County, Washington, under Auditor's File No. 201012300128, a "Notice of Trustee's Sale" of said property.

7. The Successor Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the main entrance of the Skagit County Courthouse, 205 West Kincaid, Mount Vernon, Washington, a public place, on the 1st day of April, 2011, at the hour of 10:00 a.m., 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 on March 1, 2011, and once on March 22, 2011, in a legal newspaper in the county 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 its 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.

