

**RECORDING REQUESTED BY:  
RECONTRUST COMPANY**

**After recording, return to:  
RECONTRUST COMPANY  
400 National way  
SIMI VALLEY, CA 93065**



201106090033  
Skagit County Auditor

6/9/2011 Page 1 of 2 10:32AM

**Forward Tax Statements to  
Address listed above**

File No.: 2009 - 98691

**CHICAGO TITLE** 620004812

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Trustee's Deed

The GRANTOR, RECONTRUST COMPANY, N.A., as present Trustee under that Deed of Trust (defined below) in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK CERTIFICATES, SERIES 2007-5CB, as GRANTEE, all real property (the property), situated in the county of Skagit, state of Washington, described as follows:

Tax Parcel No.: 4754-000-008-0000

LOT 8, AMENDED PLAT OF RED HAWK ESTATES RECORDED JULY 26, 2005, UNDER AUDITOR'S FILE NO 200507260199, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN THE SKAGIT COUNTY, WASHINGTON

REAL ESTATE EXCISE TAX

# 1702

JUN 09 2011

Amount Paid \$8  
Skagit Co. Treasurer  
By *[Signature]* Deputy

#### RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by the certain Deed of Trust between JOYCE HERITAGE, AN UNMARRIED WOMAN, AND SUSIE HERITAGE, AN UNMARRIED WOMAN, as Grantor, to LS TITLE OF WASHINGTON, as Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Beneficiary, dated 02/01/2007 recorded 02/01/2007, under Auditor's/Recorder's No. 200702010050, records of Skagit County, Washington and subsequently assigned to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK CERTIFICATES, SERIES 2007-5CB under Skagit County Auditor's/Recorder's No. 201003120061.
2. The Deed of Trust was executed to secure together with other undertakings, the payment of one promissory note(s) ("Note") in the sum of \$364,364.00 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.
3. The Deed of Trust provides that the Property is not 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 the law.
5. THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK CERTIFICATES, SERIES 2007-5CB, 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 described property in accordance with the 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 02/25/2011, 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. 201102250110.

7. The grantor, in the "Notice of Trustee's Sale", fixed the place of sale as At the Main Entrance to the Skagit County Courthouse 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273, a public place, at 10:00 o'clock, 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-second and twenty-eighth day before the date of sale, and once between the eleventh and 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 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 05/27/2011, 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 Grantee, the highest bidder therefore, for the sum of \$362,326.20(cash) (by the satisfaction in full of the obligation then secured by the Deed of Trust, together with all fees, costs and expenses as provided by statute).

RECONTRUST COMPANY, N.A.

DATED: May 31, 2011

State of: California  
County of: Ventura

BY:

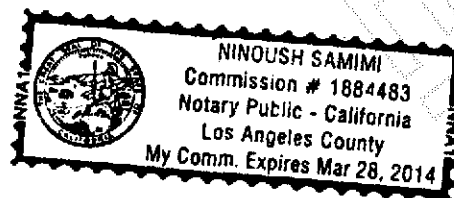
G. Hernandez, Assistant Secretary

On JUN 03 2011 before me NINOUSH SAMIMI, notary public, personally appeared G. Hernandez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to 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.

Witness my hand and official seal.

NINOUSH SAMIMI

NINOUSH SAMIMI



201106090033  
Skagit County Auditor