



201106220021  
Skagit County Auditor

6/22/2011 Page

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7 9:39AM

WHEN RECORDED RETURN TO:  
RAINIER FORECLOSURE SERVICES, INC.  
%SCHWEET RIEKE & LINDE, PLLC  
575 SOUTH MICHIGAN ST  
SEATTLE WA 98108  
(206) 381-0127

LAND TITLE OF SKAGIT COUNTY  
138678-0

### TRUSTEE'S DEED

The Grantor, Rainier Foreclosure Services, Inc., as the present Trustee under that Deed of Trust as hereinafter particularly described, in consideration of the premises and payments recited below, hereby grants and conveys, without warranty to Polygon Financial 05, LLC, Grantee, that certain real property situated in the County of Skagit, State of Washington, described as follows:

Abbreviated Legal: W 60FT of NW ¼ SW ¼ EXC RD & #0-011-01 & TGW TRNS & PIPE LI R/W  
THRU SEC 7 & 8 REC VOL 134 PG 403 DEEDS  
THE COMPLETE LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A  
[Tax parcel numbers 360406-1-002-0012 (P48958); 360407-1-001-0012 (P49050); 360408-0-011-0003 (P49106)].

1. This conveyance is made pursuant to the power, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Trillium Corporation, as Grantor, to Chicago Title Insurance Company, as Trustee and Old Standard Life Insurance Company, as beneficiary, dated September 23, 2002, recorded September 26, 2002, under Skagit County Auditor's Number 200209260111, in the records of Skagit County, Washington. Said Deed of Trust was assigned to Polygon Financial 05, LLC under assignment recorded on March 25, 2005 under Auditor's File No. 200503250117.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the initial sum of \$17,600,000.00, together with interest thereon according to the terms thereof, which Note was subsequently modified, and to secure any other sums of money which might become due and payable under the terms of the Note, modifications thereof, and said Deed of Trust.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

#1823

JUN 22 2011

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

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 as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust, made operative the power of sale, the 30 days advance notice of default was transmitted to the Borrower, Grantor, and Guarantors and a copy of said notice was posted or served in accordance with law.

5. Polygon Financial 05, LLC, being then the holder of the indebtedness secured by said Deed of Trust, requested said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.

6. The default 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 March 15, 2011, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale, for said property under Skagit County Auditor's No. 201103150036.

7. The Trustee, in his aforesaid Notice of Trustee's Sale, set the place of sale outside the main lobby of the Skagit County Courthouse, 205 W Kincaid ST, City of Mount Vernon, Skagit County, Washington, a public place at 10:00 A.M. on June 17, 2011 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 caused said Notice to be posted 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 35th and 28th day 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 each notice, a Notice of Foreclosure in substantially the statutory form, which was transmitted to the Borrower, Grantor, and Guarantors, and to which copies of the Note, modifications thereto, other loan documents, and Deed of Trust were attached.

8. During the foreclosure no action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of the obligations secured by the Deed of Trust in any Court by the reason of the default on the obligations secured by the Deed of Trust.




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9. All legal requirements and all provisions of said Deed of Trust have been complied with as to acts performed and notices to be given, as provided in Chapter 61.24 of the Revised Code of Washington.

10. The default specified in the Notice of Trustee's Sale not having been cured prior to the date of the Trustee's Sale, and said obligations secured by said Deed of Trust remaining unpaid or otherwise unsatisfied, on June 17, 2011, the date of sale, which was not less than 190 days from the date of the default in any of the obligations secured, the undersigned Trustee, then and there sold at public auction to said Grantee, the highest bidder thereof, the property herein above described for the sum of \$720,000.00.

DATED THIS 17<sup>th</sup> day of June, 2011.

RAINIER FORECLOSURE SERVICES, INC.  
Successor Trustee

By:   
Paul V. Rieke, Vice-President

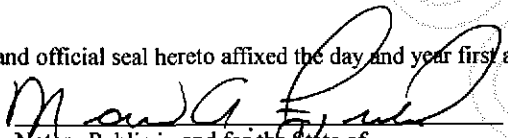
STATE OF WASHINGTON )

COUNTY OF KING )

) ss.  
)

On this 17<sup>th</sup> day of June, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul V. Rieke, to me known to be the Vice-President of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said limited liability corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

  
Notary Public in and for the State of  
Washington, residing at Seattle  
Name Printed: Maureen A. Fitzgerald  
My commission expires: 9/27/12



Skagit County Auditor

**EXHIBIT "A"**

**PARCEL 360406:**

The South  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , EXCEPT that portion lying within the right-of-way of Abbey Road; that portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  lying Easterly of the U.S. Highway 99, as conveyed to the State of Washington by deed recorded under Auditor's File No. 253009, EXCEPT any portion conveyed to Skagit County by deed recorded January 4, 1912, under Auditor's File No. 88421 (Volume 87 of Deeds, page 563); the Southeast  $\frac{1}{4}$ ; all in Section 6, Township 36 North, Range 4 East, W.M.

EXCEPT that portion conveyed to the Fairhaven and Southern Railroad Company by deed recorded August 14, 1890, in Volume 13 of Deeds, page 91, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

**PARCEL 360407:**

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 7, Township 36 North, Range 4 East, W.M.; the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 7,

EXCEPT the Southwest  $\frac{1}{4}$  thereof; and that portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 7, Township 36 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Beginning at the East  $\frac{1}{4}$  corner of said Section 7, being the true point of beginning;  
thence South  $02^{\circ}20'00''$  East along the East boundary of said Section 7, a distance of 87.87 feet;  
thence North  $45^{\circ}24'05''$  West, a distance of 128.38 feet to a point on the North boundary of said Southeast  $\frac{1}{4}$ ;  
thence South  $88^{\circ}28'10''$  East, a distance of 87.87 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

**PARCEL 360408:**

The West 60 feet of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, Township 36 North, Range 4 East, W.M.,

EXCEPT that portion lying South of the North margin of the County road as conveyed by deed recorded under Auditor's File No. 463822,

AND EXCEPT the West 12.00 feet of the South 314.00 feet of the remainder.

Situate in the County of Skagit, State of Washington.



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TOGETHER WITH the buildings, structures and improvements now or hereafter located on said land and all right, title and interest, if any, of Grantor in and to the streets and roads abutting said land to the center lines thereof, the strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by pedestrians and motor vehicles on or within said land, and all easements now or hereafter affecting said land, royalties and all rights appertaining to the use and enjoyment of said land, including, without limitation, alley, drainage, sewer, mineral, water, wells and well rights, oil and gas rights, mining claims, rights-of-way, ways, passages, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor and the reversion and reversions, remainder and remainders (said Real Property, together with said buildings, structures and improvements, the property and other rights, privileges and interests encumbered and conveyed hereby, are hereinafter collectively referred to as the "Premises");

TOGETHER WITH all right, title, and interest now held or hereafter acquired by Grantor in and to all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, contained in, used or intended to be incorporated in or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all building materials, furniture and furnishings, machinery, equipment, fittings, fixtures and articles of personal property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness secured by this Deed of Trust, and all trade names, trademarks, tradestyles, service marks, copyrights, service contracts, computers and computer software, telephone equipment and systems, warranties, guarantees, business and building licenses and permits, architects' and engineers' plans, blueprints and drawings, good will and books and records relating to the business operated

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Washington Deed of Trust  
Fullum/Old Standard Loan  
No. 50001710/SKAGIT

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Skagit County Auditor

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on the Premises; together with all proceeds of all of the foregoing; together with all of Grantor's present and future "fixtures," "equipment," "contract rights," "accounts," "general intangibles," "deposit accounts," "instruments," "investment property," "commercial tort claims," "letter-of-credit rights," "letters of credit," "money," "documents" and "chattel paper" relating to or generated by the operation of the Premises (as said quoted terms are defined in the Uniform Commercial Code as adopted in the State of Washington) and Beneficiary shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by Grantor to Beneficiary, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code; and if the lien of this Deed of Trust is subject to a security interest or lease covering any such personal property, then together with all of the right, title and interest of Grantor in and to any and all such property, together with the benefits of all deposits and payments now or hereafter made thereon by Grantor;

TOGETHER WITH all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Premises, and all permits, licenses, certificates and other rights and privileges obtained in connection with the Premises, and all of Grantor's rights (but not its indebtedness) under all contracts relating to the Premises, including, but not limited to, Grantor's rights under any management agreement relating to the Premises;

TOGETHER WITH all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Grantor thereunder, and the rents, issues, profits, accounts receivable and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same and including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder;

TOGETHER WITH all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Grantor and all proceeds of the conversion, voluntary or involuntary, of the Collateral or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Collateral by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Collateral or any easement therein, including awards for any change of grade of streets;

TOGETHER WITH all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions

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Washington Deed of Trust  
Tallman/OLD StandardPlan  
No. 50001710/SKAGIT



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and appurtenances to, the Collateral, hereafter acquired by, or released to the, Grantor, or constructed, assembled or placed by Grantor or by others for Grantor's benefit on the Collateral, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Grantor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein;

TOGETHER with all right, title and interest of Grantor in and to (i) all standing timber or timber to be cut; (ii) all logs and any timber as and when severed (as hereinafter defined) until such time as such logs and timber have been removed from the Real Property and scaled or otherwise measured in the ordinary course of business; and (iii) all sale agreements providing for the sale of standing timber located on the Real Property (collectively, the "Timber"). As used herein, "severed" means the conversion of standing timber to "goods" (as defined in the Uniform Commercial Code) or to personal property by harvesting, logging, blowdowns or any other process or event which causes standing timber to cease to be part of the Real Property;

TOGETHER WITH, proceeds of any sale of logs or Timber and the profits, rents, license fees, royalties, income and other benefits derived from the Real Property other than inventory and account receivable created in the ordinary course of Borrower's business (collectively the "Proceeds") and the right, power and authority hereinafter given to Grantor to collect and apply the Proceeds;

TOGETHER WITH, all minerals or rights to minerals owned by Grantor, whether solid, liquid or gaseous (or a mixture), whether valuable or not, and whether or not known to exist under the premises, together with full rights of ingress and egress and use of the surface to the extent, reasonably necessary for the purpose of exploring, drilling, mining, developing, producing, storing, removing, treating and transporting said minerals ("Minerals"); and

TOGETHER WITH, all right title and interest of Grantor in all sand, gravel, dirt, and rock located at, near, or under the surface of the Real Property ("Gravel").



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