



201107200049
Skagit County Auditor

7/20/2011 Page 1 of 3 1:40PM

After Recording Return to:
CHESTER T. LACKEY
Battersby Field Professional Building
900 Dupont Street
Bellingham, WA 98225

Document Title: Trustee's Deed
Grantor: Chester T. Lackey, Trustee
Grantee: Bank of the Pacific
Legal: Lots 122 and 134 Nookachamp Hills PUD, Phast 11B
Parcel#: 4868-000-122-0000 P123215; 4868-000-134-0000 P123227

GUARDIAN NORTHWEST TITLE CO.

TRUSTEE'S DEED

101310

The Grantor, Chester T. Lackey, 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: Bank of the Pacific, Grantee, that real property situated in the County of Whatcom, State of Washington, described as follows:

Lots 122 and 134 "Nookachamp Hills PUD, Phase 11B", as per the plat recorded August 23, 2005, under Skagit County Auditor's File No. 200508230082, records of Skagit County, Washington.

This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between HANSELL / MITZEL, L.L.C., a Washington limited liability company, as Grantor, to First American Title Company of Skagit, as Trustee, and BANK OF THE PACIFIC, as Beneficiary, dated the 4th day of January, 2006, recorded on the 5th day of January, 2006, under Skagit County Auditor's File No. 200601050025.

An Appointment of Successor Trustee appointing Chester T. Lackey as Trustee was recorded on the 7th day of April, 2011, under Skagit County Auditor's File No. 201104070023.

Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$4,500,000.00 with interest thereon, according to the terms thereof, in favor of Bank of the Pacific, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

The Deed of Trust was at all times exempt from the provisions of RCW 61.24.031.

Default having occurred in the obligations secured and/or covenants of the Grantor under said Deed of Trust, as set forth in "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made operative the power to sell, the thirty day advance "Notice of Default" was transmitted to the Grantor and to the borrower by both first-class and certified mail, return-receipt requested at their last known addresses, and a copy of said Notice was posted and/or served in accordance with law.

Bank of the Pacific, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or its authorized agent to sell the described property in accordance with the law and terms of said Deed of Trust.

The defaults 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 the 7th day of April, 2011, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale of

said property as Auditor's File No. 201104070025.

Prior to the date of the Notice of Trustee's Sale, and continuing thereafter through the date of the Trustee's Sale, the Trustee maintained a street address in the State of Washington where personal service of process could be made and the Trustee maintained a physical presence and had telephone service at such address.

Before the Notice of Trustee's Sale was recorded, transmitted, or served, the Trustee has proof that Bank of the Pacific, the Beneficiary, was the owner of the promissory note or obligation secured by the Deed of Trust.

The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as the Skagit County Courthouse, a public place within the county where the property is located at 10:00 A.M., which is during the hours set by statute for the conduct of sale of real estate at execution, 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, including the borrower and Grantor by both first-class and certified mail, return-receipt requested at their last known addresses, and posted prior to ninety 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 before the date 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 this Notice, which was transmitted or served to or upon the Grantor and borrower or his successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the subject Note and Deed of Trust were attached. The sale was not postponed.

During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

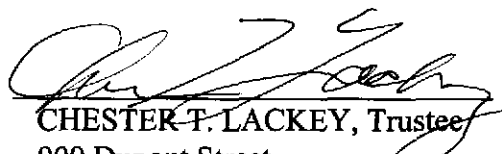
The Trustee has no knowledge of any forbearance agreements entered into by and between Bank of the Pacific, the Beneficiary and either the Grantor or borrower.

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.

The defaults specified in the Notice of Trustee's Sale not having been cured no less than 11 days prior to the Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on the 15th day of July, 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 Bank of the Pacific, the highest bidder therefor, the property hereinabove described, for the sum of \$180,000.00, 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.

Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

DATED this 19 day of July, 2011.


CHESTER T. LACKEY, Trustee
900 Dupont Street
Bellingham, WA 98225
Tel. (360) 734-6390
Fax (360) 671-0753

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2159
JUL 20 2011

Amount Paid \$25
Skagit Co. Treasurer
By mm Deputy



201107200049
Skagit County Auditor

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that Chester T. Lackey is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed and sworn to before me this 19th day of July, 2011.



Diana K. Brackinreed
NOTARY PUBLIC
Printed Name: Diana K. Brackinreed
for the State of Washington,
residing at Bellingham.
My Commission Expires: 4/2/15

N:\WP\CTL\DIANA\Bank of Pacific\Hansell - Mitzel\Lots 122 134\TRUSTEE.DEE.doc



201107200049
Skagit County Auditor