

After Recording Return To:
Wells Fargo Bank, N.A.
2900 Esperanza Crossing
Austin, TX 78758



201202100057
Skagit County Auditor

2/10/2012 Page

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3 2:39PM

File No.: 7827.20224/Day, Omer V and Ruth E

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 Wells Fargo Bank, N.A. as Trustee for Riverview HECM 2007-2, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 350404-1-013-0006

Abbreviated Legal: Acres 1.41, those portions of government lot 2, section 4, township 35 North, Range 4 East, W.M., Described as follows: 1)

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows: Those portions

of Government Lot 2, Section 4, Township 35 North, Range 4 East, W.M., described as follows:

1. Beginning at the intersection of the Northerly line of the County Road No. 279 (formally the Old Fairhaven and Southern Railway right-of-way) with the East line of said Government Lot 2; thence Northwesterly along said Northerly line, 500 feet to the true point of beginning; thence Northerly at right angles to said road, a distance of 164 feet; thence Northwesterly parallel with the Northerly line of the County Road, 200 feet; thence Southwesterly, 435 feet, more or less, to a point on the Northerly line of the County Road, which is 318 feet Easterly (as measured along said Northerly line) of its intersection with the West line of said Government Lot 2; thence Easterly along the Northerly line of the County Road to the true point of beginning.
2. Beginning at a point on the Northerly line of the County Road No. 279, which is 268 feet Easterly of its intersection with West line of said Government Lot 2, (as measured along the Northerly line of said road); thence Northerly at right angles to said road to a point which is 40 feet Northerly of the centerline thereof, said point being the true point of beginning of this description; thence continues along said line, 8 feet; thence Easterly parallel with the North line of said road, 8 feet; thence Southerly at right angles to said road, 8 feet; thence Westerly, 8 feet to the true point of beginning (it being the intent of this description to describe the area within which an existing well is now located).

RECITALS:

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 Omer V. Day and Ruth E. Day, Trustees of the Omer V. and Ruth E. Day Revocable Living Trust, as Grantor, to First American Title Insurance Company, as Trustee, and First Mariner Mortgage, Beneficiary, dated 12/14/06, recorded 12/19/06, under Auditor's No. 200612190097, records of Skagit County, Washington and subsequently assigned to OneWest Bank, FSB under Skagit County Auditor's No. 201109150074.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2012328

FEB 10 2012

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

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 \$375,000.00 with interest thereon, according to the terms thereof, in favor of First Mariner Mortgage 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. OneWest Bank, FSB, 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 11/02/11, 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. 201111020075.

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 3, 2012, 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 \$220,000.00. Beneficiary then directed Grantor to issue this Trustee's Deed directly to Grantee.



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