

**Filed for Record at Request of  
After Recording Mail to:**

Whidbey Island Bank  
P.O. Box 7001  
Oak Harbor, WA 98277



201207240058  
Skagit County Auditor

7/24/2012 Page 1 of 4 1:56PM

**TRUSTEE'S DEED**

GUARDIAN NORTHWEST TITLE CO.

Reference No.: 200506240167  
Grantor: Michael D. Bohannon, as Trustee  
Grantee: Whidbey Island Bank  
Legal Description: Section 17, Township 35, Range 6; Ptn. NW-NE  
Additional legal description below  
Assessor's Parcel No.: 350617-1-002-0406 (P99924)

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The Grantor, Michael D. Bohannon, as present Trustee under that Deed of Trust, as hereinafter particularly described ("Trustee"), in consideration of the premises and the payment, recited below, hereby grants and conveys, without warranty, to Whidbey Island Bank, ("Grantee"), the real property, situated in the County of Skagit County, State of Washington, described as follows:

Tract B, Short Plat No. Lyman 02-2001, approved December 12, 2001, recorded December 27, 2001, under Auditor's File No. 200112270045, and being a portion of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 35 North, Range 6 East, W.M.

Situated in the County of Skagit, State of Washington

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 24 2012

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Amount Paid \$   
By Deputy

TOGETHER WITH all leases, rents and profits of the real property; and

TOGETHER WITH all equipment, fixtures and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the real property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) for any sale or other disposition of the property.

The Deed of Trust covers the above-described real property and personal property, together with and inclusive of the improvements and fixtures thereon and all leases, rents, issues and profits therefrom and thereon (collectively, the "Property").

#### RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Construction Deed of Trust ("Deed of Trust") recorded on June 24, 2005, under recording no. 200506240167, records of Skagit County, Washington, from Stuart A. Harr and Jamie D. Harr, husband and wife ("Grantor"), as grantors, in favor of Chicago Title Company-Mt. Vernon as initial Trustee, and Whidbey Island Bank (the "Beneficiary"), as beneficiary. The Deed of Trust secures the obligations (as defined in the Deed of Trust), including but not limited to all of Borrower's obligations under that certain Promissory Note made and delivered by Borrower in favor of and payable to Beneficiary dated May 25, 2005, in the original principal amount of \$470,000.00, as modified by that certain Change in Terms Agreement dated December 2, 2005; as further modified by that certain Change in Terms Agreement dated December 14, 2006; as further modified by that certain Change in Terms Agreement dated December 10, 2009 and as further modified by that certain Change in Terms Agreement dated August 20, 2010 (collectively, the "Note"). The Beneficiary is the owner and holder of the Note and the other obligations secured by the Deed of Trust and is entitled to enforce same.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of the Note, according to the terms thereof, and to secure any other sums of money that might become due and payable under the terms of said Deed of Trust and related loan documents.

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

4. Default having occurred in the obligations secured and/or covenants of the Grantor 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 to sell, the thirty day advance "Notice of Default" was transmitted by both U.S. first-class and certified mail to the Grantor, or its successor in interest, and a copy of said Notice was posted on the Property in accordance with law, all more than thirty days before the mailing, posting and recording of the Notice of Trustee's Sale described below.



5. Whidbey Island Bank, being then the holder of the indebtedness secured by said Deed of Trust, directed said Trustee to sell the Property in accordance with law and the terms of said Deed of Trust.

6. 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 April 4, 2012, recorded in the records of Skagit County, Washington, a "Notice of Trustee's Sale" of said Property, under recording no. 201204040061.

7. The Trustee, in his aforesaid "Notice of Trustee's Sale," fixed the place of sale at the main entrance of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of Mount Vernon, a public place on July 20, 2012, at 10:00 a.m., and in accordance with law, caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by both U.S. first-class and certified mail to all persons entitled thereto and posted on the real Property, all 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 28<sup>th</sup> day before the date of sale, and once between the 14<sup>th</sup> and 7<sup>th</sup> 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, or its successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Deed of Trust and Note were attached. Each of the Notice of Default, Notice of Trustee's Sale and Notice of Foreclosure contained the notice to guarantors provided for in R.C.W. 61.24.042.

8. During foreclosure, no action was pending to seek satisfaction of an obligation secured by the Deed of Trust in any court by reason of the Grantor's default on the obligation secured.

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 R.C.W., Chapter 61.24; and all amendments thereto.

10. The default specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on July 20, 2012, 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 the Grantee, the highest bidder therefor, the Property, for the sum of \$539,427.99 by credit bid against the obligations secured by said Deed of Trust. Pursuant to the notices described above and to R.C.W. 62A.9A-604, the Trustee conducted such sale as a unified sale of real and personal property in accordance with the rights with respect to real property.

DATED: July 23, 2012.

  
MICHAEL D. BOHANNON, Trustee



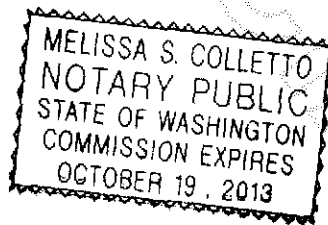
STATE OF WASHINGTON)

: ss.

COUNTY OF KITSAP )

On this 23rd day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael D. Bohannon to me known to be the person that executed the foregoing instrument, and acknowledged the said instrument to his the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Melissa S. Colletto

Melissa S. Colletto

Notary public in and for the state of Washington,  
residing at Poulsbo, Washington

My appointment expires: 10/19/2013

