



201303120111
Skagit County Auditor

3/12/2013 Page 1 of 3 1:47PM

Filed for Record at Request of:

John A. Shultz
Shultz Law Offices
160 Cascade Place, Suite 211
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2013841

MAR 12 2013

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

TRUSTEE'S DEED

The GRANTOR, John A. Shultz of Shultz Law Offices, 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: Columbia State Bank, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

LOT 46, BLOCK E, "CAPE HORN ON THE SKAGIT, DIVISION NO. 1", AS PER
PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 92 THROUGH 97,
INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.

The property is commonly known as 41632 North Shore Lane, Concrete, Skagit County,
Washington 98237 (Tax ID # 3868-005-046-0000, P63076).

RECITALS:

- 1) This Conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Donald R. Eerkes, as Grantor, Guardian Northwest Title & Escrow, as Trustee, which Trustee has been succeeded by John A. Shultz of Shultz Law Offices, and Summit Bank, as Beneficiary, dated March 9, 2011, recorded March 11, 2011, under Auditor's File No. 201103110058, in records of Skagit County, Washington.
- 2) Said Deed of Trust was executed to secure, together with other undertakings, the payment of that certain Promissory Note referenced therein and in the sum of \$19,125.00, with interest

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thereon, according to the terms thereof, in favor of Summit Bank and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

- 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 and/or covenants of the Grantor as set forth in "Amended 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, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
- 5) Columbia State Bank, as successor in interest to Summit Bank, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described property in accordance with the 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 January 8, 2013, recorded in the office of the Auditor of Skagit County, Washington, an "Amended Notice of Trustee's Sale" of said property, under Auditor's File No. 201301080054.
- 7) The Trustee, in its aforesaid "Amended Notice of Trustee's Sale," fixed the place of sale on the steps in front of the South entrance to the Skagit County Courthouse, 205 W Kincaid Street, in the City of Mount Vernon, State of Washington, a public place, at 10:00 o'clock a.m., on March 1, 2013 and in accordance with law, caused copies of the statutory "Amended Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to ninety days before the sale, further, the Trustee caused a copy of said "Amended Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the sale and once between the fourteenth and seventh 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 his successor in interest, a "Amended Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.
- 8) During foreclosure, no action was pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the 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 notice to be given as provided in Chapter 61.24 RCW.
- 10) The defaults specified in the "Amended Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of

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