

WHEN RECORDED MAIL TO:

Seterus, Inc.

14523 SW Millikan Way, Suite 200  
Beaverton, OR 97005



201306100195

Skagit County Auditor  
6/10/2013 Page

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\$77.00

TS No.: **WA-12-505781-SH**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: **120123154-WA-GTI**

Trustor: **IRMA ESTRADA & JUAN ESTRADA , HUSBAND & WIFE**

Deed of Trust Instrument/Reference No.: **200612190060**

Deed of Trust book/page (if applicable):

MERS MIN No.: 100085200595318637 MERS Telephone No. 1-888-679-6377

## TRUSTEE'S DEED UPON SALE

A.P.N.: **4881-000-011-0000**

TRANSFER TAX:

The GRANTOR, **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, as current Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Successor Trustee) under that Deed of Trust in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, all right title and interest to **Federal National Mortgage Association**, as GRANTEE, to all real property (the "Property"), situated in the County of **SKAGIT**, State of Washington, described as follows:

**LOT 11, "PLAT OF EASTGATE SOUTH", AS PER PLAT RECORDED JANUARY 6, 2006, UNDER AUDITOR'S FILE NO. 200601060119, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

### RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the current Trustee by that certain Deed of Trust between **IRMA ESTRADA & JUAN ESTRADA , HUSBAND & WIFE**, as original Grantor, to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as original trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION**, as original Beneficiary, dated **12/15/2006** and recorded **12/19/2006** as instrument number **200612190060** of the Official Records in the office of the Recorder of **SKAGIT**, Washington.
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 **\$269,000.00** with interest thereon, according to the terms thereof, and other sums of money which might become due and payable under the terms of said Deed of Trust.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20132161

JUN 10 2013

Amount Paid \$  
By *kk* Skagit Co. Treasurer Deputy

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the current Trustee has no actual knowledge that the Property is used principally for agricultural or farming purposes.
4. That a Default occurred in the obligations secured and/or covenants of the Deed of Trust referenced in paragraph one (1), as set forth in the Notice of Trustee's Sale described below, and that the current Trustee, transmitted the Notice of Default to the required parties, and that a copy of said Notice was posted or served in accordance with law.
5. The holder of the note secured by the Deed of Trust delivered to the current Trustee a written request directing the current Trustee to sell the Property in accordance with law and the terms of the Deed of Trust.
6. That because the defaults specified in the "Notice of Default" were not cured, the current Trustee, in compliance with the terms of the Deed of Trust, recorded on 1/22/2013 in the SKAGIT County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. 201301220226.
7. The current Trustee fixed the place of sale as: **At the Main Entrance to the Skagit County Courthouse 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273**, in the State of Washington, a public place, at 10:00 AM. 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 the statutory minimum number of days before the final sale; further, the current Trustee 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 the sale, and once between the fourteenth and the seventh day before the date of the 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."
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. That because the defaults specified in the "Notice of Trustee's Sale" were not cured at least ten days prior to the date scheduled for the Trustee's Sale and said obligation secured by said Deed of Trust remained unpaid, on 5/24/2013, 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 GRANTEE, the highest bidder therefore, as a credit bid for the sum of **\$268,223.02**.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, GRANTEE understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the current Trustee made no representations to GRANTEE concerning the Property and that the current Trustee owed no duty to make disclosures to GRANTEE concerning the Property, GRANTEE relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.



In witness thereof, **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, as GRANTOR, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: **JUN 05 2013**

**QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**

By: *Gladys Limon*, Assistant Secretary

State of: **California**

County of: **San Diego**

On **JUN 05 2013** before me, **W. Sanchez** a notary public, personally appeared *Gladys Limon*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of **California** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*W. Sanchez*  
W. Sanchez

(Seal)



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\$77.00



200612190060

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Return To:  
FHHLC - POST CLOSING MAIL ROOM

1555 W WALNUT HILL LN #200 MC 6712  
IRVING, TX 75038

Assessor's Parcel or Account Number: County: 4881-000-011-0000 (P123917) City:  
Abbreviated Legal Description: LOT 11, "PLAT OF EASTGATE  
SOUTH"

(Include lot, block and plat or section, township and range)

Full legal description located on page 3

Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

1301 B RIVERSIDE

Additional Grantees located on page N/A

MOUNT VERNON, WA 98273

[Space Above This Line For Recording Data]

0059531863

## DEED OF TRUST

MIN

100085200595318637

FIRST AMERICAN TITLE CO.

90046E-2

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 15th, 2006 together with all Riders to this document.

(B) "Borrower" is

IRMA ESTRADA &amp;

JUAN ESTRADA, Husband &amp; Wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

FIRST HORIZON HOME LOAN CORPORATION

WASHINGTON -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(WA) (0012)

Form 3048 1/01

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Initials: I.E. JEC.

VMP MORTGAGE FORMS - (800)521-7291



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Lender is a CORPORATION

organized and existing under the laws of THE STATE OF KANSAS

Lender's address is 4000 Horizon Way, Irving, Texas 75063

(D) "Trustee" is FIRST AMERICAN TITLE INSURANCE COMPANY

1301 B RIVERSIDE, MOUNT VERNON, WA 98273

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 15th, 2006

The Note states that Borrower owes Lender

TWO HUNDRED SIXTY NINE THOUSAND & 00/100 Dollars  
(U.S. \$ 269,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2037

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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Initials: LIE JEC

Form 2000 1/01



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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skagit :

{Type of Recording Jurisdiction}

{Name of Recording Jurisdiction}

LOT 11, "PLAT OF EASTGATE SOUTH", AS PER PLAT RECORDED JANUARY 6, 2006,  
UNDER AUDITOR'S FILE NO. 200601060119, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

Parcel ID Number: County: 4881-000-011-0000 (P123917) City: currently has the address of  
900 SOUTH 30TH STREET [Street]  
MOUNT VERNON [City], Washington 98274 [Zip Code]  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances.

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Initials: J E J E C



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