



Skagit County Auditor

\$75.00

9/16/2013 Page

1 of

4 2:08PM

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

Whidbey Island Bank  
Attn: Elizabeth Crenna  
435 E. George Hopper Road  
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20133782

SEP 16 2013

Amount Paid \$ *✓*  
Skagit Co. Treasurer  
By *nam* Deputy

**TRUSTEE'S DEED**

**GUARDIAN NORTHWEST TITLE CO.**

Reference No.: 200807180109  
Grantor: Michael D. Bohannon, PLLC, as Trustee *105395*  
Grantee: Whidbey Island Bank  
Legal Description: Ptn. of Lot 12, Block S, MAP OF LACONNER  
Tax Parcel Number: 4123-019-012-0000(P74072)

The Grantor, Michael D. Bohannon, PLLC, as present Trustee (the "Trustee") under that Deed of Trust, as hereinafter particularly described, 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:

The West 60 feet of Lot 12, Block S, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, Page 49, records of Skagit County, 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;

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; and

TOGETHER WITH all of the Grantor's right, title, and interest in and to all leases, rents and profits of all of the real 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:

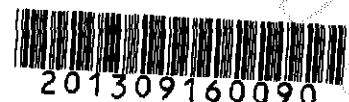
1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust recorded July 18, 2008, under recording no. 200807180109, and an Assignment of Rents recorded July 18, 2008 under recording no. 200807180110, records of Skagit County, Washington, (collectively, the "Deed of Trust"), from Fairy Godmother Unlimited LLC, a Washington limited liability company ("Borrower" or "Grantor") as Grantor, in favor of Land Title Company-Burlington as initial Trustee, to secure an obligation in favor of Whidbey Island Bank (the "Beneficiary") as Beneficiary. The Deed of Trust secure the obligations (as defined in the Deed of Trust), including but not limited to all of Borrower's obligations under that certain U.S. Small Business Administration Note ("SBA Note") dated July 18, 2008, in the principal amount of \$238,000.00, which SBA Note was modified by that certain Change in Terms Agreement dated February 2, 2011, executed by Borrower as maker in favor of Beneficiary as payee. The Beneficiary is the owner and holder of the SBA Note and the other obligations secured by the Deed of Trust and is entitled to enforce same.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of the SBA Note, according to the terms thereof, and to secure any other sums of money that might become due and payable under the terms of the 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. The Beneficiary, being then the holder of the indebtedness secured by the Deed of Trust, directed the Trustee 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 Trustee, in compliance with the terms of said Deed of Trust, executed and on March 22, 2013, recorded in the records of Skagit County, Washington, a "Notice of Trustee's Sale" of said Property, under recording no. 201303220145.

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 12, 2013, 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 SBA 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. Pursuant to statute, the Trustee's sale was continued from July 12, 2013 to September 13, 2013.

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 the 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 the Deed of Trust remaining unpaid, on September 13, 2013, 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 \$246,634.44 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: September 13, 2013.

MICHAEL D. BOHANNON, PLLC, Trustee

  
MICHAEL D. BOHANNON, Manager

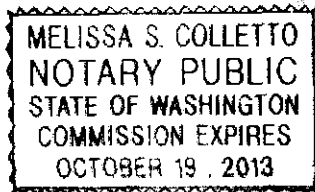
STATE OF WASHINGTON )

: ss.

County of Kitsap )

I certify that I know or have satisfactory evidence that MICHAEL D. BOHANNON is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge it as the Managing Member of Michael D. Bohannon, PLLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 13<sup>th</sup> day of September, 2013.



*Melissa S. Colletto*

Printed Name: Melissa S. Colletto

NOTARY PUBLIC in and for the State of Washington

Residing at: Poulsbo, WA

My Commission Expires: 10/19/13

