

WHEN RECORDED MAIL TO:

Assayag Mauss, LLP
Three Centerpointe Drive, Suite 190
Lake Oswego, OR 97035



Skagit County Auditor

4/3/2014 Page

1 of

3 11:52AM

\$74.00

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

2014 1057

APR 03 2014

Amount Paid \$ 0
Skagit Co. Treasurer
By TTD Deputy

145761-F

Grantor:	Assayag Mauss, LLP, solely in its capacity as Successor Trustee
Grantee:	Union Bank, N.A., successor-in-interest to the FDIC as Receiver for Frontier Bank
Reference No.:	200805280094

LAND TITLE OF SKAGIT COUNTY

TRUSTEE'S DEED

THE GRANTOR, Assayag Mauss, LLP, as Successor Trustee ("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 the Grantee, Union Bank, N.A., successor-in-interest to the FDIC as Receiver for Frontier Bank ("Grantee" or "Beneficiary"), that real property situated in Skagit County, Washington, described as follows (the "Property"):

LOTS 11 AND 12, EXCEPT THE SOUTH 4 FEET OF LOT 12, BLOCK 68, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Address: 418 Anacortes Avenue, Burlington, WA 98233

ID Nos.: P71764 and 4076-068-012-0004

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust between Babbitt Properties, L.L.C., a Washington limited liability company ("Grantor"), as Grantor, to Land Title Company of Skagit County, as the original

Trustee, and Frontier Bank, as the original Beneficiary, dated May 27, 2008, and recorded May 28, 2008, under Auditor's File No. 200805280094, in the records of Skagit County, Washington. The beneficial interest under the Deed of Trust was assigned to Union Bank, N.A., successor-in-interest to the FDIC as Receiver for Frontier Bank ("Beneficiary"), and Beneficiary duly appointed Assayag Mauss, LLP as Successor Trustee.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note (together with all renewals, modifications, and extensions thereof), from Grantor, in the original sum of \$137,193.37 ("Note"), with interest thereon, according to the terms thereof, in favor of Frontier Bank, and to secure any other obligations and/or sums of money that might become due and payable under the terms of the Deed of Trust. Union Bank is the current holder of the Note.

3. The Deed of Trust contains a statement that the Property is not used principally for agricultural purposes.

4. Default having occurred in the obligations secured and/or covenants of Grantor under the Deed of Trust, 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, a thirty-day advance Notice of Default was transmitted to Grantor, or any successor(s)-in-interest and a copy of said Notice of Default was posted or served in accordance with the law.

5. Beneficiary, being then the holder of the indebtedness secured by the Deed of Trust, delivered to the Trustee a written request directing the Trustee or its authorized agent to sell the Property in accordance with the law and the terms of the Deed of Trust.

6. The default(s) specified in the Notice of Default not having been cured, the Trustee, in compliance with the terms of the Deed of Trust, executed and, on December 20, 2013, recorded under Auditor's File No. 201312200102, in the records of Skagit County, Washington, a Notice of Trustee's Sale.

7. The Trustee, in the Notice of Trustee's Sale, fixed the date of sale as March 21, 2014, and place of sale at the main entrance of the Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA, a public place, at 10:00 a.m. In accordance with the law, the Trustee caused copies of the Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served the Notice of Trustee's Sale at least ninety (90) days before the sale. Further, the Trustee caused a copy of the Notice of Trustee's Sale to be published, once between the 35th and 28th day before the date of sale, and once between the 14th and 7th day before the sale, in a legal newspaper in each county in which the property or any part thereof is situated. Further, the Notice of Trustee's Sale was transmitted or served to or upon the Grantor, or any successor(s)-in-interest, accompanied by a Notice of Foreclosure, in substantially the statutory form, to which copies of the subject Note and Deed of Trust were attached. Additionally, a Notice to Residents was either posted or served, in accordance with the law.

8. During the foreclosure, no action was pending on an obligation secured by the Deed of Trust.

Trustee's Deed
Babbitt - Anacortes
Page 2



Skagit County Auditor
4/3/2014 Page

2 of

\$74.00
3 11:52AM

10. The default(s) specified in the Notice of Trustee's Sale not having been cured no less than eleven (11) days prior to the Trustee's Sale, and the obligation secured by the Deed of Trust remaining unpaid, on March 21, 2014, the date of sale, which was not less than one hundred ninety (190) days from the date of default in the obligation secured, the Trustee then and there sold the Property at public auction to the Grantee, the highest bidder therefor, for a credit bid in the amount of \$128,627.96, representing partial satisfaction of the debt owed to Beneficiary.

DATED: April 1, 2014

By: Matthew A. Goldberg
Matthew A. Goldberg, Esq.

STATE OF OREGON)
County of Clackamas) ss.

I certify under PENALTY OF PERJURY under the laws of the States of Oregon and Washington that the foregoing paragraph is true and correct.

Sharon Younts
Notary Public in and for the State of Oregon
My commission expires: 2-25-2018



201404030054

4/3/2014 Page

3 of

\$74.00

3 11:52AM