

After Recording Return To:
Ally Bank
425 Phillips Blvd
Ewing, NJ 08618

20143310
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Skagit County Auditor
9/8/2014 Page

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\$74.00
3 12:14PM



SEP 08 2014

Amount Paid \$ ϕ
Skagit Co. Treasurer
By MF Deputy

File No.: 7367.22076/Hoskinson, Kirby A.

Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Ally Bank, as GRANTEE, all real property (the Property), situated in the County of SKAGIT, State of Washington, described as follows:

Tax Parcel No.: 350414-4-001-0000/P36637 & 350413-2-010-0004/P36441

Abbreviated Legal Description: A: Ptn SE 1/4 NE 1/4 & Ptn NE 1/4 SE 1/4, 14-35-4 E W.M. B: Ptn SW 1/4 NW 1/4, 13-35-4 E W.M.

See attached Legal Description

RECITALS:

LAND TITLE OF SKAGIT COUNTY

148606-F

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Beneficiary by that certain Deed of Trust between Kirby A. Hoskinson and Vicky L. Hoskinson, husband and wife, as Grantor, to HomeConnects, as Trustee, and Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Mortgage Corporation, Beneficiary, dated 02/03/06, recorded 04/07/06, under Auditor's No. 200604070091, records of SKAGIT County, Washington and subsequently assigned to Ally Bank under SKAGIT County Auditor's No. 201211150039.

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 \$262,000.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Mortgage Corporation and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Ally Bank, being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor 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 Grantor, in compliance with the terms of the Deed of Trust, executed and on 04/29/14, recorded in the office of the Auditor of SKAGIT County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 201404290092.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street, City of Mount Vernon, State of Washington a public place, at 10:00 AM, and 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 90 days before the sale; further, the Grantor 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 sale, and once between the fourteenth and the seventh day before the date of 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" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

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. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on August 29, 2014, 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 Beneficiary, the highest bidder therefore, for the sum of \$300,849.88. Beneficiary then directed Grantor to issue this Trustee's Deed directly to Grantee.

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 trustee made no representations to Grantee concerning the Property and that the 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.

DATED: September 5, 2014

GRANTOR
Northwest Trustee Services, Inc.

By *Alan Burton*
Alan Burton, Assistant Vice President
Northwest Trustee Services, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I Emma L. Greenwood certify that I know or have satisfactory evidence that Alan Burton is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 5, 2014

EMMA L. GREENWOOD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
04-03-18

Emma L. Greenwood
NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires: 04-03-18



Legal Description

The South 20.00 feet of the following described tract;

The West 320.00 feet (as measured at right angles to the West Line of the Following Described Tract) of that portion of the East half of the Southeast Quarter of the Northeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian, lying South of the Northern Pacific Railway Right of Way as conveyed by deed recorded August 25, 1913, under Auditor's File No. 98046, records of Skagit County, Washington.

Situated in the County of Skagit and State of Washington.

Corrected by Superior Court of the State of Washington for the County of Skagit, Judgment, No. 13-2-01787-6, as follows, and more accurately described as follows:

Parcel "A":

The North half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian.

Together with that portion of the East Half of the Southeast Quarter of the Northeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian, lying South of the Northern Pacific Railway right-of-way as conveyed by deed recorded August 25, 1913, under Auditor's File No. 98046, records of Skagit County, Washington, Except the West 320.00 feet (as measured at right angles to the West of said East half) thereof.

And together with the South 20.00 feet of the following described tract: The West 320 feet (measured at right angles to the West line of the following described tract) of that portion of the East half of the Southeast Quarter of the Northeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian, lying South of the Northern Pacific Railway right-of-way as conveyed by deed recorded August 25, 1913, under Auditor's File No. 98046, records of Skagit County, Washington.

Parcel "B":

That portion of the Southwest Quarter of the Northwest Quarter of Section 13, Township 35 North, Range 4 East of the W.M. lying South of the Northern Pacific Railway as conveyed by deed recorded August 25, 1913, under Auditor's File No. 98046, records of Skagit County, Washington.

All situate in the County of Skagit, State of Washington.

TS# 7367.22076



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Skagit County Auditor

\$74.00

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