

Skagit County Auditor

11/13/2014 Page

1 of

\$74.00 3 1:52PM

After Recording Return To:

The Bank of New York Mellon fka The Bank of New York, Trustee

7360 Kyrene Road Tempe, AZ 85283

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 20144286 NOV 132014

> Amount Paid \$ D Skagit Co.Treasurer Deputy

File No.: 7042.13788/Bendtsen, John

## 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 The Bank of New York Mellon fka The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS Inc., Asset-Backed Certificates Series 2007-2, as GRANTEE, all real property (the Property), situated in the County of SKAGIT, State of Washington, described as follows:

Tax Parcel No.: 340429-0-103-0009/P28261

149285-F

Abbreviated Legal Description: PTN NW 1/4 Of NW 1/4, 29-34-4 E W.M. SKAGIT CO., WA

See attached Legal Description

CAD TITLE OF SMOOT COUNTY

RECITALS:

- 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 John Bendtsen, as his separate estate, joined by Laura Bendtsen, a non-vested spouse, as Grantor, to LS Title of Washington, as Trustee; and Mortgage Electronic Registration Systems, Inc. solely as nominee for Countrywide Home Loans, Inc, Beneficiary, dated 12/08/06, recorded 12/22/06, under Auditor's No. 200612220105, records of SKAGIT County, Washington and subsequently assigned to The Bank of New York Mellon FKA the Bank of New York as Trustee for the Certificateholders of CWABS Inc., asset-backed certificates, Series 2007-2 under SKAGIT County Auditor's No. 201109130062.
- 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 \$160,300.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Countrywide Home Loans, Inc. 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. The Bank of New York Mellon FKA the Bank of New York as Trustee for the Certificateholders of CWABS Inc., asset-backed certificates, Series 2007-2, 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 07/08/14, 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. 201407080044.

- 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 November 7, 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 \$163,233.83. 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: November 12, 2014

GRANTOR

Northwest Trustee Services, Inc.

Deirdre Piggott,

gott, 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 Deirdre Piggott 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: November 12, 2014

EMMA L. GREENWOOD STATE OF WASHINGTON NOTARY PUBLIC

MY COMMISSION EXPIRES 04-03-18 NOTARY PUBLIC in and for the State of Washington, residing at King Co.

My commission expires: 04-03-18

201411130067

Skagit County Auditor 11/13/2014 Page \$74.00

2 of

1:52PM

## **Legal Description**

Parcel A:

That portion of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of Lot 1, William C. Moore's Addition to Mount Vernon, according to the plat thereof recorded in Volume 5 of Plats, Page 28, records of Skagit County, Washington; thence North 0 degrees 22'58" East 2.66 feet on the extension of the East line of said Lot 1 to an intersection with the Westerly extension of the North line of that certain tract described in Statutory Warranty Deed to Albert LeRoy Campbell and Ruth Barbara Campbell, husband and wife, recorded under Skagit County Auditor's File No. 707620 records of Skagit County Washington; thence North 89 degrees 58'43" East 55.00 feet along said extension and North line (South line of Hazel Street); thence South 0 degrees 22'58" West 143.02 feet parallel with the East line of said William C. Moore's Addition to Mount Vernon; thence North 88 degrees 15'32" West 55.01 feet to said East line of William C. Moore's addition to Mount Vernon; thence North 0 degrees 22'58" East 138.67 feet along said East line to the point of beginning.

Situated in Skagit County, Washington.

## Parcel B:

A non-exclusive easement for ingress, egress and utilities over and across a strip of land 20 feet in width described as follows:

Beginning at the Southeast corner of the tract of land above described; thence North 0 degrees 22'58" East 20.01 feet along the East line of said Tract; thence South 88 degrees 15'32" East parallel with the South line of said Tract to the West line of South Seventh Street; thence South 0 degrees 22'58" West 20.01 feet along said West line; thence North 88 degrees 15' 32" West to the point of beginning.

Situated in Skagit County, Washington.

TS# 7042.13788

201411130067

Skagit County Auditor 11/13/2014 Page

3 of

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