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201510160079

Skagit County Auditor \$75.00
10/16/2015 Page 1 of 3 2:38PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2015 4253
OCT 16 2015

Amount Paid \$0
Skagit Co. Treasurer
By *[Signature]* Deputy

TS No.: WA-14-653147-SW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: 140934700-WA-MSI

Trustor: GARY L POWELL AND JUDY D POWELL HUSBAND AND WIFE.

Deed of Trust Instrument/Reference No.: 200603070063

Deed of Trust book/page (if applicable):

Notice of Sale Instrument/Reference No.: 201506100071

TRUSTEE'S DEED UPON SALE

A.P.N.: P129426/5100-004-734-0000

TRANSFER TAX: \$0.00

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 **Bank of New York Mellon, f/k/a The Bank of New York**, as trustee, on behalf of the holders of the **Alternative Loan Trust 2006-OA19, Mortgage Pass Through Certificates Series 2006-OA19**, as GRANTEE, to all real property (the "Property"), situated in the County of **SKAGIT**, State of Washington, described as follows:

A LEASEHOLD ESTATE IN & TO: LOT 734 SURVEY OF SHELTER BAY DIV 4 TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION AS RECORDED IN VOLUME 48 OF OFFICIAL RECORDS PAGES 627 THROUGH 631 INCLUSIVE RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT STATE OF 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 **GARY L. POWELL AND JUDY D. POWELL HUSBAND AND WIFE.**, as original Grantor, to **JOAN H. ANDERSON, EVP ON BEHALF OF FLAGSTAR BANK, FSB.**, as original trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTWOOD MORTGAGE INC.**, as original Beneficiary, dated 3/1/2006 and recorded 3/7/2006 as **Instrument No. 200603070063** 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 **\$559,200.00** 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.
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 current Trustee has been instructed to exercise the power of sale in accordance with and under the relevant terms of the above referenced Deed of Trust and the Washington Deed of Trust Act.
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 **6/10/2015** in the **SKAGIT** County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. **201506100071**.
7. The current Trustee fixed the place of sale as: **At main entrance Skagit County Courthouse, 3rd & Kincaid St, located at 205 W. Kincaid St, Mount Vernon, WA**, 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 **10/9/2015**, 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 the foreclosing beneficiary, the highest bidder therefore, as a credit bid for the sum of **\$561,000.00**. The foreclosing beneficiary instructed the GRANTOR to vest this Trustee's Deed into 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 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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **WA-14-653147-SW**

Date: 10/14/15

QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

Janice Stavee
By: Janice Stavee, Assistant Secretary

State of : Washington)

County of: King)

I certify that I know or have satisfactory evidence that Janice Stavee is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument

Dated: 10-14-15

Cynthia Feeney
Signature

Notary Public
Title

My appointment expires: Feb 9, 2018

Notary Public
State of Washington
CYNTHIA FEENEY
My Appointment Expires Feb 9, 2018