



201603100044

Filed for Record at Request of

Skagit County Auditor

\$75.00

3/10/2016 Page

1 of

3 1:36PM

AND WHEN RECORDED TO:

Bank of New York Mellon  
 c.o Bayview Loan Servicing, LLC.  
 4425 Ponce De Leon Blvd., 5th Floor  
 Coral Gables, FL 33146

SKAGIT COUNTY WASHINGTON  
 REAL ESTATE EXCISE TAX

2016 774  
 MAR 10 2016

Amount Paid \$ 0  
 Skagit Co. Treasurer  
 By *hmm* Deputy

A SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: 1507380WA Loan No.: 601625

Order No.: 150076648-WA-MSI

**TRUSTEE'S DEED**

The GRANTOR, **Seaside Trustee of Washington, Inc.**, as present 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 Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2007-3 Mortgage Pass-Through Certificates, Series 2007-3**, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

**TRACT 14, "DECEPTION PASS WATERFRONT TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH TIDELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING ON THE ABOVE DESCRIBED PREMISES; EXCEPT THAT PORTION OF LOT 14, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 14, 142.6 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 45°00'00" WEST A DISTANCE OF 10.18 FEET; THENCE SOUTH A DISTANCE OF 18.0 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 10.18 FEET TO THE EAST LINE OF SAID LOT 14; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 32.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

A.P.N. No.: 3898-000-014-0003

**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 between PAULA M MARIS AS TO AN UNDIVIDED 99% INTEREST; AND IN WILLIAM J MARIS AS TO AN UNDIVIDED 1% INTEREST, EACH AS TO THEIR SEPARATE ESTATE, as Grantor, to Land Title Company of Skagit County, as Trustee, and Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Bank of The Pacific its successors and assigns, as Beneficiary, dated 1/19/2007, recorded 1/25/2007, as Instrument No. 200701250107, in Book/Reel xx, Page/Frame xx, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$600,000.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Bank of The Pacific its successors and assigns and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

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3. The described Deed of Trust provides that the real 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 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 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 CWMBS, Inc., CHL Mortgage Pass-Through Trust 2007-3 Mortgage Pass-Through Certificates, Series 2007-3 being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said 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 recorded on **10/29/2015**, in the office of the Auditor of **Skagit** County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. **201510290047**
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as, At the main entrance to the Skagit County Courthouse, 205 West Kincaid Street, Mount Vernon, WA 98273, a public place, on 2/26/2016 at 10:00 AM, and in accordance with 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 Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh 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 in this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
8. During foreclosure no action was pending on an obligation secured by said Deed of Trust.

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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 eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on **2/26/2016**, 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 said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of **\$509,150.00**, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Date: 3/7/2016

Seaside Trustee of Washington, Inc.



ELVIA BOUCHE, VICE PRESIDENT

State of Nevada) ss.  
County of Clark)

On **3/7/2016**, before me, **CHRISTIAN TAPIA**, a Notary Public in and for said County and State, personally appeared, ELVIA BOUCHE, personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE

  
CHRISTIAN TAPIA



"This instrument is being recorded as an  
ACCOMMODATION ONLY, with no  
Representation as to its effect upon title"