



201705090061

Skagit County Auditor

\$75.00

5/9/2017 Page

1 of

3 2:03PM

When Recorded Return To:

AP Capital, LLC  
and Eastside Funding, LLC for security purposes only  
3927 Lake Washington Blvd NE  
Kirkland, WA 98033

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20171995

MAY 09 2017

Amount Paid \$0

Skagit Co. Treasurer

By *Yam* Deputy

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Grantor: TURNBULL & BORN, PLLC, Trustee  
Grantee: AP CAPITAL LLC and EASTSIDE FUNDING, LLC for security purposes only  
Deed of Trust Recording No. 200203260137  
Tax Parcel No.: 4592-000-002-0001

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## TRUSTEE'S DEED

TURNBULL & BORN, PLLC, the grantor, as present 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 **AP CAPITAL LLC and EASTSIDE FUNDING, LLC for security purposes only** as grantee ("Grantee"), that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 2, Plat of Skyridge Div. VII, according to the plat thereof, recorded in Volume 15 of Plats, Pages 58 and 59, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

and commonly known as 19772 Skyridge Rd., Mount Vernon, WA 98274 (the "Property").

### 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 dated March 26, 2002 and recorded on March 26, 2002 under Auditor's File No. 200203260137, records of Skagit County, Washington (the "Deed of Trust") from Darrell R. Camp and Mary L. Camp, as grantors, to Island Title Company, as original Trustee, to secure an obligation in favor of Whidbey Island Bank, as beneficiary.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note originally dated on or about March 26, 2002 and most recently amended on or about September 22, 2014, in the original principal amount of \$93,000.00, together with interest thereon, according to the terms thereof, in favor of Whidbey Island Bank (collectively, the "Promissory Note"), and to secure any other sums of money which might become due under the terms of the Deed of Trust. Heritage Bank is the successor to Whidbey Island Bank.
3. The Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes and the Trustee 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 grantors, as set forth in the 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 (the "Notice of Default") was transmitted to the grantors and a copy of the Notice of Default was posted and/or served in accordance with law.
5. Heritage Bank, being then the holder of the indebtedness secured by the Deed of Trust, delivered to Trustee a written request directing Trustee or its authorized agent to sell the Property in accordance with the law and the terms of the Deed of Trust.
6. The defaults 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 13, 2016, recorded in the office of the Auditor of Skagit County, Washington, a notice of trustee's sale of the Property (the "Notice of Trustee's Sale").
7. The Trustee, in the Notice of Trustee's Sale, fixed the place of sale as the main lobby of the Skagit County Courthouse, 205 West Kincaid St., Mount Vernon, WA 98273, a public place, on the 28<sup>th</sup> day of April, 2017, at the hour of 10:00 o'clock A.M., and in accordance with law caused copies of the Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served in compliance with the requirements of RCW 61.24.031 and RCW 61.24.040; further, the Trustee caused a copy of the 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 seventh day before the sale; and further, included with the Notice of Trustee's Sale, which was transmitted to or served upon the deed of trust grantors or their successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the Promissory Note and Deed of Trust were attached.
8. During foreclosure, no action was pending on an obligation secured by the Deed of Trust.
9. The Trustee makes no warranties of title and this deed may be subject to a right of redemption held by the Internal Revenue Service and/or super-priority tax lien claims for unpaid real property taxes.
10. All legal requirements and all provisions of the Deed of Trust have been complied with, as to acts to be performed and notice to be given, as provided in RCW 61.24 et seq.


11. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by the Deed of Trust remaining unpaid, on April 28, 2017, 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 Grantee, the highest bidder therefor, the Property, for \$81,500.00.
12. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

This conveyance is made WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS 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 including without limitation the title to the property and/or priority of the Deed of Trust, and that the Trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely on its own due diligence investigation before electing to bid for the Property.

DATED May 5, 2017, by Trustee:

TURNBULL & BORN, PLLC, Trustee

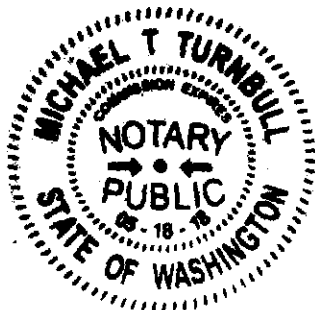
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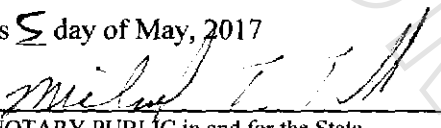
  
Brian M. Born, WSBA 25334  
Authorized Representative  
950 Pacific Avenue, Suite 1050  
Tacoma, WA 98402  
(253) 383-7058

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

I certify that I know or have satisfactory evidence that Brian M. Born is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Representative of Turnbull & Born, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 5 day of May, 2017



  
NOTARY PUBLIC in and for the State  
Of Washington, residing at Fox 25th  
My Commission Expires: 12-18-18