



201602020075

Skagit County Auditor

\$76.00

2/2/2018 Page

1 of

3 12:59PM

Filed for Record at Request of:

David L. Day
Attorney at Law
1023 S. 3rd Street
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

201642
FEB 02 2018

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

REFERENCE NUMBER OF RELATED DOCUMENT: 200605150195 Deed of Trust

GRANTOR: Fairhaven Legal Associates – David L. Day, attorney

GRANTEE: Richard A. Miller and Jana C. Hogan, husband and wife

LEGAL DESCRIPTION: See below

ASSESSOR'S TAX PARCEL NUMBER: P70086/4032-004-020-0002

TRUSTEE'S DEED

The GRANTOR, David L. Day, 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: Richard A. Miller and Jana C. Hogan, husband and wife, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 20, Block 4, "THUNDERBIRD LANE," as per plat recorded in Volume 8 of Plats, pages 76 and 77, records of Skagit County, Washington.

Situate in the Town of Concrete, County of Skagit, State of Washington.

More commonly known as: 9548 Thunderbird Lane, Concrete, Washington

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 Robert Kitchen and Crystal Kitchen, husband and wife as Grantors, First American Title, as Trustee, which Trustee has been succeeded by DAVID L. DAY of Fairhaven Legal Associates, P.S., and Richard A. Miller and Jana C. Hogan as Beneficiaries, dated 5/15/2006, recorded 5/15/2006, as No 200605150195, in records of Skagit County, Washington.

- 2) Said Deed of Trust was executed to secure, together with other undertakings, the payment of said promissory Note(s) in the sum of \$70,540.24, with interest thereon, according to the terms thereof, in favor of Richard A. Miller and Jana C. Hogan, husband and wife, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
- 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 made 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) Richard A. Miller and Jana Hogan, being then the holders of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described property in accordance with the 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 on 11/03/2017, recorded in the office of the Auditor of Skagit County, Washington, A "Notice of Trustee's Sale" of said property, as No. 201711030135.
- 7) The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Skagit County Courthouse, 205 W. Kincaid Ave., Mount Vernon, Washington a public place, at 10:00 o'clock a.m., 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 ninety days before the sale, further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the eleventh 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 with this Notice, which was transmitted or served to or upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Notes and Deed of Trust were attached.
- 8) During foreclosure, no action was pending on an obligation secured by said 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 notice 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 obligations secured by said Deed of Trust remaining unpaid, on 02/02/2018, 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

Richard A. Miller and Jana Hogan, said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$56,750.03, by the partial satisfaction of the obligation then secured by said Deed of Trust, together with fees, costs and expense as provided by statute.

DATED this 2nd day of February 2018.

Trustee: Fairhaven Legal Associates, P.S.

David L. Day
By: DAVID L. DAY- Trustee

STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

On this day personally appeared before me DAVID L. DAY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of February, 2018.



Claudia Ridgway

NOTARY PUBLIC for Washington.

Residing at: Concrete, WA

My Commission Expires: 2/1/2020