



201908060095

08/06/2019 03:09 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

WHEN RECORDED MAIL TO:
EASTSIDE FUNDING, LLC
3927 LAKE WASHINGTON BLVD NE
KIRKLAND, WA 98033

Forward Tax Statements to the address given above

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 06 2019

Amount Paid \$ *6*
Skagit Co. Treasurer
By *mm* Deputy

TS No.: WA-18-825951-SH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: 180301451-WA-MSI

Trustor: HANS ERIC BRANNFORS, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY

Deed of Trust Instrument/Reference No.: 201411070055

Deed of Trust book/page (if applicable):

Notice of Sale Instrument/Reference No.: 201811210047

TRUSTEE'S DEED UPON SALE

A.P.N.: 360531-1-003-1009 (P51179) 360531-1-004-0703
(P51193)

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

Fortuity Investments LLC and Eastside Funding LLC for security purpose only

(herein called GRANTEE), to all real property (the "Property"), situated in the County of **SKAGIT**, State of Washington, described as follows:

PARCEL "A": THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°20'58" WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1322.0 FEET; THENCE SOUTH 1°08'36" WEST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 87°20'58" EAST, A DISTANCE OF 1322.0 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH 1°08'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THE EAST 661 FEET THEREOF AS CONVEYED TO TRACT L. SKEELS AND JILL S. SKEELS, HUSBAND AND WIFE, BY DEED RECORDED MARCH 27, 1992 AS AUDITOR'S FILE NO. 9203270110. (ALSO KNOWN AS TRACT 10 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 800321, IN VOLUME 1 OF SURVEYS, PAGE 52, RECORDS OF SKAGIT COUNTY, WASHINGTON.) TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 60 FEET IN WIDTH,

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THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE EXISTING MONUMENT OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH 88°01'15" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1314.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE CONTINUE SOUTH 88°01'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 8.44 FEET; THENCE NORTH 11°44'52" EAST 20.29 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH MARGIN OF THE COUNTY ROAD (FRUITDALE ROAD); THENCE CONTINUE NORTH 11°44'52" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1572.80 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "X"; THENCE NORTH 87°20'58" WEST ALONG SAID CENTERLINE, A DISTANCE OF 309.03 FEET; THENCE NORTH 01°08'36" EAST ALONG SAID CENTERLINE, A DISTANCE OF 690.00 FEET, SAID POINT BEING THE TERMINAL POINT FOR THE CENTERLINE OF THIS EASEMENT. ALSO BEGINNING AT POINT "X"; THENCE SOUTH 87°20'58" EAST ALONG SAID CENTERLINE, A DISTANCE OF 711.74 FEET; THENCE NORTH 01°08'36" EAST ALONG SAID CENTERLINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 37°31'59" WEST ALONG SAID CENTERLINE, A DISTANCE OF 131.62 FEET; THENCE NORTH 87°20'58" WEST ALONG SAID CENTERLINE, A DISTANCE OF 117.95 FEET; THENCE NORTH 2°20'44" WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.74 FEET; THENCE NORTH 52°46'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 276.66 FEET, SAID POINT BEING THE TERMINAL POINT FOR THE CENTERLINE OF THIS EASEMENT, THE END OF SAID EASEMENT BEING A LINE RUNNING SOUTH 87°20'58" EAST AND NORTH 87°20'58" WEST FROM SAID TERMINAL POINT. PARCEL "B": TRACT 11 OF THAT CERTAIN SURVEY OF A PORTION OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., RECORDED MAY 6, 1974, UNDER AUDITOR'S FILE NO. 800321 IN VOLUME 1 OF SURVEYS, PAGE 52, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND DESIGNATED FOR SUCH PURPOSES ON THE FACE OF THAT SURVEY RECORDED MAY 6, 1974 IN VOLUME 1 OF SURVEYS, PAGE 52, UNDER AUDITOR'S FILE NO. 800321.

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 HANS ERIC BRANNFORS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as original Grantor, to FIRST AMERICAN TITLE & ESCROW, as original trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. (MERS) AS NOMINEE FOR COBALT MORTGAGE, INC., as original Beneficiary, dated 11/4/2014 and recorded 11/7/2014 as Instrument No. 201411070055 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 \$240,562.00 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 Trustee of record, 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 Trustee of record, in compliance with the terms of the Deed of Trust, recorded on **11/21/2018** in the **SKAGIT** County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. **201811210047**.
7. The Trustee of record fixed the place of sale as: **At the Main Entrance to the Skagit County Courthouse 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273**, 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 Trustee of record 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, as referenced in RCW 61.21.030(4), by the beneficiary, its successors or assigns, was pending to seek satisfaction of the obligation in any court by reason of the borrower's or grantor's default on the 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 **7/26/2019**, 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 GRANTEE, the highest bidder therefore, for the sum of **\$277,201.00**, in the form of cash, certified check, cashier's check, money order, or funds received by verified electronic transfer, as provided in chapter 61.24.070 RCW.

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-18-825951-SH

Date: 7/31/19

QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

Janice Stavee
By: Janice Stavee, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: Washington
County of: King

On JUL 31 2019 before me, Meesha Batson a notary public, personally appeared Janice Stavee, who proved to me on the basis of satisfactory evidence to be 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.

I, Washington certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Meesha Batson
Signature

Meesha Batson

