

Filed for Record at Request of
MICHELLE R. GHIDOTTI, ESQ.
AND WHEN RECORDED TO:
Rushmore Loan Management Services, LLC
15480 Laguna Canyon Road Suite 100
Irvine, CA 92618

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Kaylee Oudman
Affidavit No. 20235654
Date 03/01/2023

A SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: 22-7202 Loan No.: *****7874
Order No.: 220427831-WA-MSI

TRUSTEE'S DEED

The GRANTOR, MICHELLE R. GHIDOTTI, ESQ., 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: U.S. Bank National Association not in its individual capacity but solely as Legal Title Trustee for RMTP Trust, Series 2021 BKM-TT-V GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

LOT 30 AND THE WEST 1/2 OF LOT 29, BLOCK 73, "FIRST ADDITION TO THE TOWN OF SEDRO IN SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

A.P.N. No.: P76111

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 GARY KUPKA, AN UNMARRIED PERSON, as Grantor, to CHICAGO TITLE INSURANCE COMPANY, as Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NEW DAY FINANCIAL, LLC, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 6/21/2019, recorded 6/21/2019, as Instrument No. 201906210133, records of Skagit County, Washington.

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2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$276,000.00 with interest thereon, according to the terms thereof, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NEW DAY FINANCIAL, LLC, 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.
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. Rushmore Loan Management Services, LLC, 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 **9/29/2022**, in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. **202209290032**
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 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273, a public place, on 2/3/2023 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. That no action commenced by the beneficiary of the deed of trust is now pending to seek satisfaction of an obligation secured by the deed of trust in any court by reason of the 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. 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 **2/3/2023**, 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 **\$302,580.00**, by the satisfaction in full of the obligation then

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