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05/02/2023 09:12 AM Pages: 1 of 3 Fees: \$205.50 Skagit County Auditor

RETURN ADDRESS:

Gary Krohn Waterfront Park 144 Railroad Avenue, Suite 236 Edmonds, WA 98020-4100

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX OO 3 4385 MAY 2 2023

Amount Paid Sessing Co. Treasurer
By Deputy

Document Title:

Trustee's Deed

Reference Number:

201009100038 (Deed of Trust)

202212290001 (Notice of Trustee's Sale)

Grantors:

Krohn, Gary (Successor Trustee)

Pine-Nelson, Nickolas J. (Grantor under Deed of Trust)
E. Wilkins-Haigh, Shayne (Grantor under Deed of Trust)

Grantee:

Ripple, Charlie

Legal Description:

Lot 13, Plat of Lonestar's Addition to the City of Concrete, v. 15, pgs.

163-166

Tax Parcel/Account Number: P104847 (APN 4628-000-013-0002)

Trustee's Deed

The GRANTOR, **Gary Krohn**, as successor and 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 **Charlie Ripple**, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 13, Plat of Lonestar's Addition to the City of Concrete, as per plat recorded in volume 15 of plats, pages 163 through 166, inclusive, records of Skagit County, Washington

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

Tax parcel number: P104847 (APN 4628-000-013-0002)

Common description: 45362 Limestone Street, Concrete, WA 98237

TRUSTEE'S DEED - PAGE 1 of 3

RECITALS:

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust, between Nickolas J. Pine-Nelson and Shayne E. Wilkins-Haigh, as Grantor, to Land Title and Escrow, as Trustee, to secure an obligation in favor of Charlie Ripple and Marinette Ripple, as Beneficiary, dated August 25, 2010, recorded September 10, 2010, under Auditor's/Recorder's No. 201009100038, records of Skagit, County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the principal sum of \$95,000.00, with interest thereon, according to the terms thereof, in favor of Charlie Ripple and Marinette Ripple, and to secure any other sums of money which might become due and payable under the terms of the 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 the Notice was posted or served in accordance with law
- 5. Charlie Ripple, being then the holder of the indebtedness secured by the Deed of Trust, delivered to the Trustee a written request directing the Trustee to sell the described 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 29, 2022 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of the property under recording No. 202212290001.
- The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place, date, and time of sale the front entrance of the Skagit County Superior Courthouse, 205 West Kincaid, Mount Vernon, Washington 98273 a public place, on April 21, 2023, 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 the "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and 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 Note and Deed of Trust were attached.
- 8. During foreclosure, no action was pending on an obligation secured by the Deed of Trust.
- 9. All legal requirements and all provisions of the 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. Except, if notice of

TRUSTEE'S DEED - PAGE 2 of 3

the trustee's sale was not given to any junior lienholders, then the failure to give such notice was not intentional. In that event, the title conveyed by this Trustee's Deed shall not merge with the Beneficiary's deed of trust, such that both the Trustee and Beneficiary reserve the right to reforeclose the deed of trust.

- 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 the obligation secured by the Deed of Trust remaining unpaid, on **April 21, 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 the Grantee, the highest or best bidder, the property hereinabove described, for the sum of \$150,000.00 in cash, cash equivalent, or credit.
- 11. The Beneficiary reserved any and all rights the Beneficiary has or may have against any and guarantors. The above bid amount is not necessarily intended to reflect the subject property's actual market value for purposes of determining any balance remaining due the Beneficiary.

Dated April 25, 2023.

Gary Krohn, Successor Trustee 144 Railroad Avenue, Suite 236 Edmonds, WA 98020-4100

STATE OF WASHINGTON) ss COUNTY OF SNOHOMISH)

On April 25, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Krohn, to me known to be the individual who executed the foregoing instrument, and acknowledged the deed to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY
PUBLIC
C. Daffer golf: Play a 544 has been reed do

Stacie E. Hearst

Notary Public in and for the State

of Washington, residing at Edmonds, Washington

My appointment expires August 15, 2025

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