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Skagit County Auditor

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CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2025 2897
SEP 04 2025
Amount Paid \$ 0
Skagit Co. Treasurer
By *GT* Deputy

DOCUMENT TITLE: TRUSTEE'S DEED
REFERENCE NUMBER OF RELATED DOCUMENT: 202505190035
GRANTOR(S): Bryan L. Page, Trustee
GRANTEE(S): Estate of Robert F. Smith
ABBREVIATED LEGAL DESCRIPTION: TR 4 SP NO. 90-33 NE ¼ SE ¼ SEC 19, TWP 35N, RNG 4E
ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 1 OF DOCUMENT.
ASSESSOR'S TAX PARCEL NUMBER(S): P99468/350419-4-004-0200

TRUSTEE'S DEED

The GRANTOR, BRYAN L. PAGE, 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: ESTATE OF ROBERT F. SMITH, FOR SECURITY PURPOSES ONLY, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

TRACT 4 OF SKAGIT COUNTY SHORT PLAT NO. 90-33, APPROVED JANUARY 14, 1991, AND RECORDED JANUARY 14, 1991, UNDER AUDITOR'S FILE NO. 9101140018, IN VOLUME 9 OF SHORT PLATS, PAGE 300, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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 Aldev Environmental, LLC, as Grantor, to Guardian Northwest Title and Escrow as Trustee, and the Estate of Robert F. Smith, as the current Beneficiary, dated August 2, 2022, recorded August 3, 2022, under Auditor's File No. 202208030084 records of Skagit County, Washington.
2. An Appointment of Successor Trustee appointing Bryan L. Page as Trustee was recorded on May 6, 2025, under Skagit County Auditor File No. 202505060019.
3. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the sum of \$475,000.00 with interest thereon, according to the terms thereof, in favor of Robert F. Smith. And now held by the Estate of Robert F. Smith, and to secure any other sums of money

which might become due and payable under the terms of said Deed of Trust.

4. The described Deed of Trust provided that the real property conveyed therein is not used principally for agriculture or farming purposes.

5. The Deed of Trust was at all times exempt from the provisions of RCW 61.24.031.

6. Default having occurred in the obligations secured and/or covenants of the Grantor, 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 was transmitted to the Grantor, or his/her successor in interest, and a copy of said Notice was posted or served in accordance with law.

7. The Estate of Robert F. Smith 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.

8. 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 May 19, 2025, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale – Commercial Loan" of said property as Auditor's File No. 202505190035.

9. Prior to the date of the Notice of Trustee's Sale and continuing thereafter through the date of the Trustee's Sale, the Trustee maintained a street address in the State of Washington where personal service of process could be made, and the Trustee maintained a physical presence and had telephone service at such address.

10. The Trustee, in its aforesaid "Notice of Trustee's Sale" fixed that place of sale as Skagit County Courthouse, a public place, at 10:00 a.m. on August 29, 2025, and in accordance with law caused copies of the statutory "Notice of Trustee 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-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale; and further, included with this Notice, which was transmitted to or served upon the Grantor or his/her 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.

11. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

12. 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.

13. The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on August 18, 2025, the date of sale, which was not less than 90 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 \$561,156.41 in satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

DATED this 2nd day of September 2025.

