



200101120042

Skagit County Auditor

1/12/2001 Page 1 of 3 10:23:50AM

After recording return to:

JACOB COHEN  
Post Office Box 889  
Oak Harbor, WA 98277

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Grantor: Jacob Cohen, Trustee  
Grantee: Massey, William L. and Kathleen A.  
Logan, L.C.  
Abbreviated Legal: Tract D, Sedro-Woolley Short Plat No. SW-5-78  
Tax Parcel No: 350413-4-002-0703 R36491

### TRUSTEE'S DEED

The Grantor, JACOB COHEN, Attorney at Law, 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: William L. Massey and Kathleen A. Massey, husband and wife, and Louis C. Logan, a single man, Grantee, that real property situated in the County of Skagit, State of Washington, described as follows:

Tract "D" of Sedro Woolley Short Plat No. SW-5-78, as approved June 29, 1984, and recorded June 29, 1984, in Volume 6 of Short Plats, page 162, under Auditor's File No. 8406290013, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M.

Tax Parcel No: 350413-4-002-0703; R36491

### 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 Logan Park Limited Liability Company, a Washington limited liability company, as Grantor, to Transnation Title Insurance Company, a corporation, as Trustee, and William L. Massey and Kathleen A. Massey, husband and wife, and Louis C. Logan, as Beneficiary, dated December 3, 1998, recorded December 7, 1998, as No. 9812070111, in Book 1909, page 0078, 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 sum of \$302,400.00 with interest thereon, according to the terms thereof, in favor of William L. Massey and Kathleen A. Massey, husband and wife, and Louis C. Logan, a single person, 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. William L. Massey and Kathleen A. Massey, husband and wife, and Louis C. Logan, a single man, being then the holder 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 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 September 22, 2000 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property in Book No. N/A, page N/A, as No. 200009260113.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the front door of the Skagit County Courthouse, Third and Kincaid, City of Mount Vernon, State of Washington, a public place, at 10:00 o'clock a.m. on January 12, 2001, 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 35th and 28th day and once between the 14th and 7th day preceding the time 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 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 notices to be given, as provided in Chapter 61.24 RCW.



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, Skagit County Auditor

