

When Recorded Return to:



200108290109

, Skagit County Auditor

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TRUSTEE'S DEED

FIRST AMERICAN TITLE CO.

63656

Grantor(s):	HILLIS CLARK MARTIN & PETERSON, P.S., Successor Trustee
Grantee(s):	NOOKACHAMP HILLS, LLC
Legal Description: (abbreviated)	Lot 45, "NOOKACHAMP HILLS, PHASE "I", filed in Volume 17 of Plats, Pages 26 - 31, records of Skagit County, Washington.
Assessor's Tax Parcel Identification No(s):	4722-000-045-0000
Reference Nos. of Documents Released or Assigned:	200001050083

The Grantor, Hillis Clark Martin & Peterson, P.S., as present Successor 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 Nookachamp Hills, LLC, Grantee, that real property, situated in the County of Skagit, State of Washington, described as follows:

Lot 45, "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE "I", as filed in Volume 17 of Plats, Pages 26 - 31, records of Skagit County, Washington.

RECITALS

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Successor Trustee by that certain Deed of Trust between Daniel L. Boffey and Deborah R. Boffey, husband and wife, d/b/a Traditional Home Construction, as Grantor, to First American Title Company of Skagit County, as Trustee, and Washington Federal Savings, as Beneficiary, dated January 3, 2000, and recorded on January 5, 2000, under Auditor's No. 200001050083, records of Skagit County, Washington, and by the Appointment of Successor Trustee recorded on December 6, 2000, under Auditor's No. 200012060035, 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 \$215,200.00 with interest thereon, according to the terms thereof, in favor of Washington Federal Savings and to secure the performance of any other obligations and the payment of 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 the Grantor's successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Washington Federal Savings, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Trustee to sell the described property in accordance with the law and the terms of said Deed of Trust.

6. The defaults specified in the Notice of Default not having been cured, the Successor Trustee, in compliance with the terms of said Deed of Trust, executed, and on January 22, 2001, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale of said property under Auditor's No. 20010122012.

7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as inside the main entrance lobby, Old Skagit County Courthouse, 3rd and Kincaid, Mount Vernon, Washington, a public place, on April 27, 2001, at 10:00 a.m., and 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 ninety 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 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 the Grantor's 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. On March 19, 2001, Grantor filed a petition for relief under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court, Western District of Washington at Seattle under Cause No. 01-12944. As a result of the filing of such bankruptcy petition, the Trustee's sale, as originally scheduled, was automatically stayed by Section 362(a) of the Bankruptcy Code. On May 8, 2001, an Order was entered by the Bankruptcy Court providing relief from the automatic stay to the Beneficiary and authorizing the Trustee to proceed with its non-judicial foreclosure against the above-referenced property.

Trustee's Deed

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9. After entry of the above Order by the Bankruptcy Court, the Successor Trustee executed and on May 17, 2001, recorded in the office of the Auditor of Skagit County, Washington, an Amended Notice of Trustee's Sale of said property, under Auditor's No. 200105170147, setting the Trustee's Sale of the above-described property for August 24, 2001, at 10:00 a.m., to be held inside the main entrance lobby, Old Skagit County Courthouse, 3rd and Kincaid, Mount Vernon, State of Washington, a public place; and in accordance with the law, caused copies of the Amended 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 Amended 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 with this Amended Notice, which was transmitted or served to or upon the Grantor or his successor in interest, an Amended Notice of Foreclosure in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.

10. During foreclosure, no action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of an obligation secured by said Deed of Trust in any court by reason of the Grantor's default on the obligation secured.

11. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notice to be given, as provided in Chapter 61.24 RCW.

12. 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 said obligation secured by said Deed of Trust remaining unpaid, on , the date of sale, which was not less than 190 days from the date of default in the obligation then secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$244,513.07.

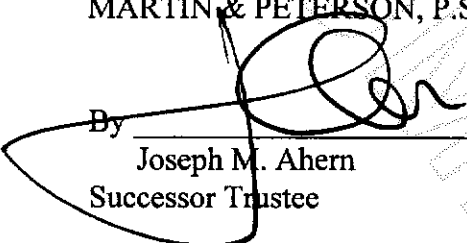
DATED this 28th day of August, 2001.

42621
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 29 2001

Amount Paid \$
Skagit County Treasurer
By: Deputy

HILLIS CLARK
MARTIN & PETERSON, P.S.

By 
Joseph M. Ahern
Successor Trustee

Trustee's Deed



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Skagit County Auditor

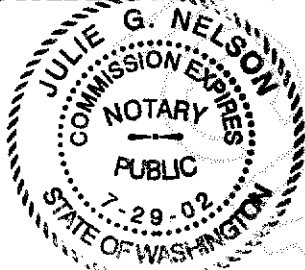
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Joseph M. Ahern, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 28th day of August, 2001.



Julie G. Nelson
Name Julie G. Nelson
NOTARY PUBLIC in and for the State of
Washington residing at Lynnwood
My appointment expires 7-29-02

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