

Filed for Record at Request of:

David R. Riley
Weinstein, Treiger & Riley, P.S.
2101 Fourth Ave, Suite 900
Seattle, WA 98121
(206) 269-3490



200212270117
Skagit County Auditor

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TRUSTEE'S DEED

The GRANTOR, DAVID R. RILEY, 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 **WITHERS CONSTRUCTION, INC.**, GRANTEE, that real property, including all buildings, improvements, fixtures and appurtenances situated in the County of **Skagit**, State of Washington, described as follows:

Lot 42, "PLAT OF LITTLE MOUNTAIN ADDITION", as per plat recorded in Volume 15 of Plats at pages 1 through 5 in the records of Skagit County, State of Washington.

Assessor's Tax Parcel/Account Number: 4566-000-042-0001 P100645

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 **FRANK EDWARD WILLARD, an unmarried person**, as Grantor, to **LAND TITLE COMPANY OF SKAGIT COUNTY**, as Trustee, and **WITHERS CONSTRUCTION, INC.**, as Beneficiary, dated **January 19, 1999** recorded **February 24, 1999**, as No. **9902240179**, records of **Skagit County**, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of **\$102,950.00** with interest thereon, according to the terms thereof, in favor of **WITHERS CONSTRUCTION, INC.**, 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 agriculture 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

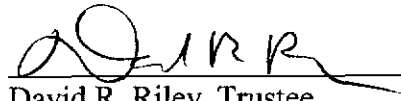
Default" was transmitted to the Grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. **WITHERS CONSTRUCTION, INC.**, 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 the 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 13, 2002**, recorded in the office of the Auditor of **Skagit County**, Washington, a "Notice of Trustee's Sale" of said property, as No. **200209130156**.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Main Lobby of **Skagit County Courthouse**, a public place, at **10:00 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 said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth 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 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.
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 **December 13, 2002**, 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 thereof, the property hereinabove described, by credit bid representing partial satisfaction in the amount of **\$104,500.00** of the obligation then secured by said Deed of Trust.



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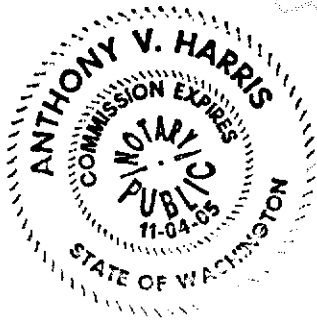
DATED this 23 day of December, 2002.

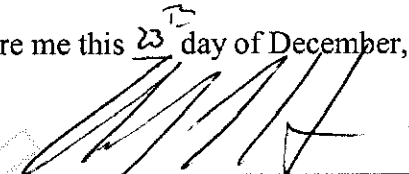

David R. Riley, Trustee

STATE OF WASHINGTON)
)ss.
County of King)

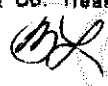
On this day personally appeared before me DAVID R. RILEY to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 23rd day of December, 2002.




NOTARY PUBLIC in and for the
State of Washington
residing at GRAHAM
My Commission expires: 11-04-2005

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
6049
DEC 27 2002

Amount Paid \$ 0
Skagit Co. Treasurer
By  Deputy



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