



200310130203
Skagit County Auditor

10/13/2003 Page 1 of 2 3:50PM

After recording, return to:

James H. MaGee, Trustee
P.O. Box 1132
Tacoma, WA 98401-1132
(253) 383-1001

TRUSTEE'S DEED

JAMES H. MAGEE, the **GRANTOR**, 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 **GREEN TREE FINANCE SERVICING CORP.**, hereinafter referred to as **GRANTEE**, that real property, situated in the County of Skagit, State of Washington, described as follows:

The North 162 Feet of the west 59 feet of Lot 7, LIVERMORES HAMILTON ACREAGE, according to the plat thereof recorded in Volume 3 of plats, page 87, records of Skagit County, 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 recorded March 31, 1998, under Auditor's File No. 99803310033, records of Skagit County, State of Washington, from Douglas Sherman and Stacey Rudig as Grantors, to H & L Services, Inc., as original Trustee, and by way of assignment to the undersigned Trustee in accordance with a Substitution of Trustee recorded April 25, 2003 under Auditor's File No. 200304250060 of the records of Skagit County, State of Washington, to secure an obligation in favor of Green Tree Finance Servicing Corp. who, either originally or due to assignment, is now the current beneficiary.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$60,708.27 with interest thereon, according to the terms thereof, in favor of Conseco Finance Servicing Corp. 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 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 successor in interest, and a copy of said Notice was posted and/or served in accordance with law.
5. Green Tree Finance Servicing Corp., 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 the 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 on June 24, 2003 and recorded on July 8, 2003, under Auditor's File No. 200307080033, records of Skagit County, Washington, a Notice of Trustee's Sale of said property.

property.

7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as the front steps of the Skagit County Courthouse, 205 W. Kincaid St., Suite 202, in the City of Mt Vernon, State of Washington, a public place, at 10 o'clock am. on the 10th day of October, 2003, 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 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 sale; and further, included with this Notice, which was transmitted to or served 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. The Trustee makes no warranties of title and this deed may be subject to a right of redemption held by the Internal Revenue Service.
10. 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 RCW 61.24 et seq.
11. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on October 10, 2003, 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 herein above described, for the sum of \$164,126.45 in the form of a beneficiary's credit bid satisfying in full the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.
12. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

DATED this 10 day of October, 2003, by Trustee:

#5300

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

James H. MaGee, Trustee
WSB#23434
PO Box 1132
Tacoma, Washington 98401-1132
(253)383-1001

OCT 13 2003

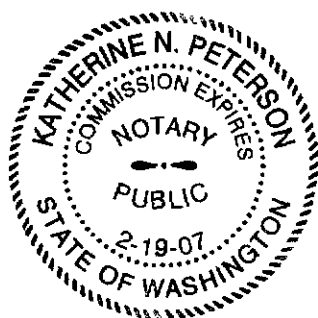
Amount Paid
By Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON)

COUNTY OF PIERCE)

)ss.

On this day personally appeared before me James H. MaGee to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and official seal this 10 day of October, 2003.



Katherine N. Peterson
NOTARY PUBLIC in and for the State of Washington
Residing in Edgewood, WA
My Commission Expires: February 19, 2007



200310130203
Skagit County Auditor