

**Skagit County Auditor** 

1/29/2004 Page

1 of

6 10:53AM

When Recorded Mail to:

INDYMAC BANK, F.S.B. 155 N. Lake Avenue Pasadena, CA 91101

State of Washington County of SKAGIT

## NOTICE OF REDEMPTION

Certified # 7002 2410 0002 8788 4045 Registered # RR 775 299 790 US

RE: Redemption of Note (Account # 1001333507) associated with the instrument recorded at

SS

200103090118 in Skagit County, State of Washington

Assessor's Parcel Number: 350402-4-008-0007/350402-4-010-0201

to the Borrower. INDYMAC BANK, F.S.B., assignee of QUALITY FIRST MORTGAGE CORPORATION or its assigns, acting as agent for Settlor, holds the position of secured party o Premises: PARCEL A: The West 150 feet of the South 283 feet of that portion of the Southwest Quarter of the Southeast Quarter lying North of road known as Mosier Road in Section 2, Township 35 North, Range 4 East of the Millamette Maridian; EXCEPT that portion lying within the South 30 feet of the Southwest Quarter of the Southeast Quarter of said Section 2, as conveyed to Skagit County for road purposes by deed recorded October 23, 1945, under Auditor's File No. 384393, records of Skagit County, Washington. PARCEL B: The West 150 feet of the North 585 feet of the South 868 Feet of that portion of the Southwest Quarter of the Southeast Quarter Section 2, Township 35 North, Range 4 East of the Willamette Meridian, lying Northerly of the Mosier County Road. ALL situated in Skagit County, Washington.

Abbreviated Legal Description of subject Premises: 22571 Mosier Road, Sedro Woolley, WA 98284

Current Beneficiary:

INDYMAC BANK, F.S.B.

assignee of QUALITY FIRST MORTGAGE CORPORATION

155 N. Lake Avenue Pasadena, CA 91101

Borrower:

RICHARD F. ANDERSON

22571 Moiser Rd.

Sedro-Woolley, WA 98284

Notice of Redemption

Page 1 of 3

Redemptor:

## Richard Francis Anderson

I, Richard Francis Anderson, as original jurisdiction lender, hereinafter "Redemptor" or "Settlor", have first hand knowledge of the facts contained herein, and declare that my statements are true, correct, complete, to the best of my knowledge, and not meant to mislead, and declare as follows:

On March 1, 2001, Settlor provided the consideration for account # 1001333507, hereinafter "Loan", for RICHARD F. ANDERSON, hereinafter "Borrower", by signing a Note, hereinafter "Note". Settlor's Note was delivered to INDYMAC BANK, F.S.B., assignee of QUALITY FIRST MORTGAGE CORPORATION and was accepted by INDYMAC BANK, F.S.B., assignee of QUALITY FIRST MORTGAGE CORPORATION to convert to US funds to be loaned n the resulting security instrument.

The Borrower designated the legal title to be the security for the Loan, until the associated debt was discharge, as stated on the security instrument recorded at

200103090118, in the official records of the Skagit County Auditor in the State of Washington.

The Borrower has a lease, terms of which are specified in the Note. INDYMAC BANK, F.S.B., assignee of QUALITY FIRST MORTGAGE CORPORATION, or its assigns, was designated as the Landlord to collect and hold the rents for Settlor, who now requests the return of all rents collected to date. Settlor has never waived ultimate rights to said rents.

The original Note was accepted, endorsed, and deposited by INDYMAC BANK, F.S.B., assignee of QUALITY FIRST MORTGAGE CORPORATION without Settlor's signatures, and when so accepted, endorsed, and deposited, became the source of the credit loaned to the Borrower. Settlor inadvertently failed to register his Note as his security interest in the subject Premises. Skagit County Auditor as public fiduciary will now register and deliver this redeemed security to INDYMAC BANK, F.S.B., assignee of QUALITY FIRST MORTGAGE CORPORATION or its assigns, as evidence that the debt, a copy of which is attached hereto, has been redeemed and the public beneficiary has been satisfied through FedWire communication.

## REQUEST FOR RELEASE OF INTEREST

Redemptor hereby gives notice that he has given notice to John Snow of this preauthorized transfer through FedWire communication, and current beneficiary has ten (10) days to cause a full release of interest in the subject premises to be recorded in the public records. In the event the terms of the Deed of Trust are breached, beneficiary acknowledges that Redemptor has the authority to record the Deed of Release and/or take such other action authorized by said Deed of Trust that Redemptor deems necessary.

Notice of Redemption



Page 2 of 3

| Done on this 28 day of JANUARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | , 2004                                                                                                                                    |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Settlor/Redemptor – Bond #485561709                                                                                                       |
| State of Washington )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | •                                                                                                                                         |
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| County of 5kAGIT )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                           |
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| As a Notary Public for said County and Sta                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ate, I do hereby certify that on this 26 day of                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ichard Francis Anderson appeared before me and signed                                                                                     |
| the foregoing. Witness my hand and seal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |
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| Notary Public                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | My Commission Expires                                                                                                                     |
| Cc: SUSAN J. ROBINSON, Trustee KARR TUTTLE CAMPBELL 1201 THIRD AVE, SUITE 2900 SEATTLE, WA 98101 Certified mail # 7002 2410 0002 8788 4038  John Snow, Trustee US Department of the Treasury 1500 Pennsylvania, NW Washington, DC 20220 Registered mail # RR 775 299 790 US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Mailed by: DOVER E PERRY PO Box 388 Renton, WA 98057  PUBLIC  A VAINABLE PERRY PO WASHING  2 0 0 4 0 1 2 9 0 0 4 1  Skagit County Auditor |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1/29/2004 Page 3 of 610:53AM                                                                                                              |

NOTE

THEO TO HEATRUE COPPE #1 942553 e-anature

FEBRUARY 26, 2001 [Date!

BURLINGTON. [City]

MARKINGTOR (State)

22571 MOSIER ROAD, SEDRO WOOLLEY, WA 98284 [Property Address]

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$147,200.00 (this amount is called "Principal" plus interest, to the order of the Lender. The Lender is QUALITY FIRST HORIGAGE CORPORATION, A HASHINGTON \$147,200.00 (this amount is called "Principal").

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder,"

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate

#.000%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

| will pay principal and interest by making a payment every month.
| will make my monthly payment on the lar day of each day of each month beginning on APRIL 1, 2001. I will make my monthly payment on the 18T day of each month beginning on APRIL 1, 2001.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its school local date and will be applied to interest before I may owe under this Note. Each monthly payment will be applied as of its school local local date and will be applied to interest before I still owe amounts under this Note, I will pay those amounts in full on that Principal. If, on MARCH 1, 2031, date, which is called the "Maturity Date."

I will make my monthly payments at 18605 518T AVE SE

BOTKELL, WA 98012

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.

\$1,080.10.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid to be for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, researched attempts. for example, reasonable attorneys' foes.

II MAE UNIFORM INSTRUMENT MULTISTATE FIXED RATE NOTE-Bagis Family Founds Man Front Page 1 of 2

E3200MOT 0010



GIVING OF NOTICES

INTEGRM SECURED NOTE uk if I do not k

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSION

PREAUTHORIZED TRANSFER to INDYMAC BANK, F.S.B., through FedWire Value \$165,000.00 Set-off Account No.: (125104425) 5092010775 Certified # 7002 2410 0002 8788 4045 Registered with John Snow, Trustee #RR 775 299 790 US

> Richard Francis Anderson, Redemptor Bond 485561709 Ofiginal jurisdiction lender for Loan # 1001333507

State of Washington

County of\_

ACKNOWLEDGEMENT

, a Notary Public for said County and State, do hereby 

Notary Public

7-14-67

My Commission expires

200401290041 **Skagit County Auditor** 

1/29/2004 Page

6 10:53AM

TO BE A TRUE COPY SATURE Jacue Assessor's Parcel or Account Number: 350402-4-008-0007/350402
Abbrevisted Legal Description:

VIII legal description located on page

£1e Order Ho.: BE4548

2 6: 942553

**DEED OF TRUST** 

**DEFINITIONS** 

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 26, 2001, together with all Riders to this document.

(B) "Borrower" is RICHARD F. ANDERSON, A SINGLE NAME, AS HIS SOLE AND SEPARATE PROPERTY.

Borrower is the trustor under this Security Instrument. (C) "Lender" is QUALITY FIRST MORTGAGE CORPORATION.

Lender is a CORPORATION laws of Warnington. 18605 51ST AVE SE, BOTHELL, NA 98012. organized and existing under the Lender's address is

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is ISLAND TITLE COMPANY.

(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 26, 2001 The Note states that Borrower owes Lender \*ONE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED AMD MO/100\*\*\*\*\*\*\*\*\*\*\*\*\*\* \$147,200.00 ) plus interest. Borrower has promised to pay this debt in regular Dollars (U.S. Periodic Payments and to pay the debt in full not later than MARCH 1, 2031. (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property.

WASILINGTON-Single Family-Famile Mee/Freddle Mee UNIFORM INSTRUMENT Ferm 3048 1/81



6 10:53AM **6** of

1/29/2004 Page