

After Recording Return To:  
Bob Claus and Victoria Claus  
3284 Biz Road  
Anacortes, WA 98221



200901090081

Skagit County Auditor

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File No.: 7104.28742/VALDEZ, FERDINAND and BATAN, JAIME

### Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Bob Claus and Victoria Claus, as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 4735-000-019-0000

Lot 19, Plat of Spring Meadows - Div. II, according to the plat thereof recorded in Volume 17 of plats, pages 75 and 76, under Auditor's File No. 9906220076, records of Skagit County, Washington.

#### RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Ferdinand Valdez, an unmarried man, as to an undivided one-half interest and Jaime Batan, an unmarried man, as to an undivided one-half interest, as Grantor, to Pacific Title, as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for Pope Mortgage & Associates, Inc., Beneficiary, dated 11/21/06, recorded 01/05/07, under Auditor's/Recorder's No. 200701050062, records of Skagit County, Washington and subsequently assigned to U.S. Bank, N. A., trustee for Lehman Brothers - BNC Mortgage Loan Trust 2007-2 under Skagit County Auditor's/Recorder's No. 200808280128.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$216,000.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Pope Mortgage & Associates, 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 Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in 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 Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. U.S. Bank, N. A., trustee for Lehman Brothers - BNC Mortgage Loan Trust 2007-2, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 09/24/08, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 200809240073.

