

After Recording Return To:
Post Sale Dept.
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997



200906260064
Skagit County Auditor

6/26/2009 Page 1 of 3 12:17PM

File No.: 7236.21547/Elliott, Robert and Alicia

CHICAGO TITLE CO.
(CG4690)

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 DLJ Mortgage Capital, Inc., as GRANTEE, all real property (the Property), situated in the County of Skagit, State of Washington, described as follows:

Tax Parcel No.: 360407-4-007-0002

Abbreviated Legal: Ptn SW SE 7-36-4

That portion of the Southwest quarter of the Southeast quarter of Section 7, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 7; thence North 00 degrees 30' 36" West along the West line of said subdivision, a distance of 853.98 feet to the Northerly line of Lake Samish Road; thence South 78 degrees 51' 46" East along the Northerly line of said road, a distance of 335.00 feet to the Point of Beginning of this description; thence North 00 degrees 59' 27" East, a distance of 144.93 feet; thence North 89 degrees 03' 54" East, a distance of 134.45 feet; thence North 04 degrees 54' 28" West, a distance of 63.71 feet; thence North 84 degrees 54' 53" East a distance of 124.54 feet to the West line of the abandoned Great Northern Railway right-of-way at a point on a non-tangent curve concave to the East, the radius point of which lies North 75 degrees 35' 48" East, a distance of 1,196.28 feet; thence Southerly along said curve through a central angle of 08 degrees 11' 48", an arc distance of 171.14 feet to a Point of Tangency; thence South 22 degrees 36' 00" East, a distance of 74.82 feet to the Northerly line of Lake Samish Road as described in Auditor's File No. 676047, records of Skagit County, Washington, at a point on a non-tangent curve concave to the North, the radius point of which lies North 12 degrees 53' 10" West, a distance of 379.26 feet; thence Westerly along said curve of the North line of said road described in Auditor's File No. 676047, records of Skagit County, Washington, through a central angle of 17 degrees 00' 49", an arc distance of 112.62 feet to intersect with the Northerly line of Lake Samish Road as it existed, prior to the right-of-way conveyance in Auditor's File No. 676047, records of Skagit County, Washington; thence North 78 degrees 51' 46" West along the Northerly line of said road, a distance of 233.38 feet to the Point of Beginning of this description.

Situated in 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 Alicia L. Elliott and Robert A. Elliott as wife and husband, as Grantor, to Ticolor Title, as Trustee, and Mortgage Electronic Registration Systems, Inc., solely as nominee for Home123 Corporation, Beneficiary, dated 11/22/06, recorded 12/08/06, under Auditor's No. 200612080078, records of Skagit County, Washington and subsequently assigned to DLJ Mortgage Capital, Inc. under Skagit County Auditor's No. 200811100122.

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 \$271,800.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Home123 Corporation 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. DLJ Mortgage Capital, Inc., 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 01/16/09, 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. 200901160080.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street, City of Mount Vernon, State of Washington a public place, at 10:00 o'clock 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 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the 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 ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on June 12, 2009, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$247,996.89 by the satisfaction in full of the obligation then secured by the Deed of Trust, together with all fees, costs and expenses as provided by statute.



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This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: June 17, 2009

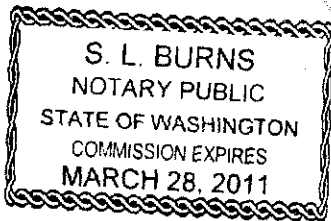
GRANTOR
Northwest Trustee Services, Inc.

By [Signature]
Assistant Vice President
Northwest Trustee Services, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeff Stenman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6.17.09



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires: 03/28/2011

1875
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 26 2009

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



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