



200908070101  
Skagit County Auditor

8/7/2009 Page 1 of 4 3:46PM

**AFTER RECORDING RETURN TO:**

Washington Federal  
Attn: Foreclosure Department  
425 Pike Street 3rd Floor  
Seattle, WA 98101-2334

Ellis, John W. and Shannon and Josck Investments LLC, 1452.0905161  
Loan No. 320966-5

GUARDIAN NORTHWEST TITLE CO.

96854

**TRUSTEE'S DEED**

The GRANTOR, Bishop, White & Marshall, P.S., as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payments, recited below, hereby grants and conveys without warranty to **Washington Federal Savings, GRANTEE**, that real property, situated in Skagit County, State of Washington, described as follows:

As per attached Exhibit "A", and by this reference incorporated herein.

SEC 8 TWP 33 R 4 PTN SW SW

Assessor's Property Tax Parcel/Account Number(s): P16542 aka 33040830110000 and P16541 aka 33040830090004

**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 Josck Investments LLC, a Washington Limited Liability Company and John W Ellis and Shannon Ellis, husband and wife, as Grantor, to Washington Services, Inc., a Washington Corporation as Trustee, and Washington Federal Savings as Beneficiary, dated September 26, 2006 recorded on September 29, 2006 as No. 200609290273.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payments of a promissory note according to the terms thereof, in favor of Washington Federal Savings and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

TRUSTEE'S DEED - 1

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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 "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. Washington Federal Savings 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 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 April 17, 2009 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as Instrument No. 200904170092.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon, a public place on July 17, 2009 at 10:00 am 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 (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-five (35) and twenty-eighth (28) day before the date of sale, and once between the fourteenth (14) and seventh (7) 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 default specified in the "Notice of Trustee's Sale" not having been cured ten (10) days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on July 24, 2009, the date of sale, which was not less than 190 days before 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 hereinabove described, for the sum of \$797,627.58.

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Skagit County Auditor



Parcel A:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East W.M., EXCEPT road and EXCEPT rights of way for Drainage Ditches appropriated by Drainage District No. 17.

Parcel B:

That portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East W.M., described as follows:

Beginning at the intersection of the East line of Old State Highway 99 and the South line of said subdivision; thence North along the East line of said Highway 15 feet; thence East parallel to the South line of said subdivision 350 feet; thence South 45° East to an existing fence line, (lying approximately 9 feet North of the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East W.M.); thence Easterly along said fence line to the East line of said subdivision; thence South along said East line to the Northeast corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 8; thence West along the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 to the point of beginning.

Parcel C:

The North 20 acres of the West 40 acres of the South 1/2 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East, W.M., EXCEPT the East 220 feet of the North 330 feet of said North 20 acres; AND EXCEPT that portion, if any, lying within the boundaries of the Southeast 1/4 of the Southwest 1/4 of said Section 8; AND EXCEPT that portion, if any, lying within the boundaries of the South 20 acres of the West 40 acres of the South 1/2 of the Southwest 1/4 of said Section 8; AND EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated August 12, 1935 and recorded January 20, 1941 under Auditor's File No. 334267, in Volume 182 of Deeds, page 371, records of Skagit County, Washington; AND EXCEPT that portion lying within the as built and existing County road running along the West line of said subdivision; AND ALSO EXCEPT that portion thereof lying within the boundaries of the following described tract:

That portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of Old State Highway 99 and the South line of said subdivision; thence North along the East line of said Highway, 15 feet; thence East parallel to the South line of said subdivision 350 feet; thence South 45 degrees East to an existing fence line (lying approximately 9 feet North of the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East, W.M.); thence Easterly along said fence line to the East line of said subdivision; thence South along said East line to the Northeast corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 8; thence West along the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 to the point of beginning.

END OF EXHIBIT "A"

