

When recorded, return to:

MICHAEL A. WINSLOW
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273



200912180095
Skagit County Auditor

12/18/2009 Page 1 of 5 4:02PM

TRUSTEE'S DEED

3894
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTOR: Michael A. Winslow, Successor Trustee

GRANTEE: Business Bank of Skagit County

DEC 18 2009

LEGAL DESCRIPTION:

Amount Paid \$0
Skagit Co. Treasurer
By *ndm* Deputy

Portion of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North,
Range 4 East W.M.

Full legal description follows on page 4 and 5.

TAX PARCEL NO: 350436-4-001-0004, 350436-4-001-0103, 350436-4-002-0003,
350436-4-003-0002, 350436-0-004-0400

REFERENCE NOS.: 200703160123

CONVEYANCE

Grantor, Michael A. Winslow, Successor Trustee under that Deed of Trust as hereafter described, in consideration of the premises and payment recited below, hereby grants and conveys without warranty, to Grantee, the real property described on pages 4 and 5, situated in Skagit County, Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust between William N. Kaaland and Patty L. Kaaland, husband and wife, as Grantors, to Guardian Northwest Title & Escrow Company as Trustee, and Business Bank of Skagit County, as Beneficiary, dated March 14, 2007, recorded as Skagit County Auditor's No. 200703160123, records of Skagit County, Washington.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$1,000,000.00 with interest thereon, according to the terms thereof, in favor of Business Bank of Skagit County, and to secure any other sums of money which might become due and payable under the terms of the Deed of Trust.
3. The 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 30 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. Business Bank of Skagit County, being the holder of the indebtedness secured by the Deed of Trust, delivered to the Trustee a written request directing the Trustee or his authorized agent to sell the described 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 Trustee, in compliance with the terms of the Deed of Trust, executed and on August 14, 2009, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale," of the property as Auditor's File No. 200908140141.
7. The Trustee, in the "Notice of Trustee's Sale," fixed the place of sale as the first floor of the Skagit County Courthouse, 205 Kincaid Street, Mount Vernon, WA, a public place, at 10:00 a.m., on November 13, 2009, 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. The Trustee caused a copy of the "Notice of Trustee's Sale" to be published once between the 32nd and 28th day before the date of sale, and once between the 11th and 7th day before the sale; and included with the 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 the Deed of Trust.
9. All legal requirements and all provisions of the 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 11 days prior to the date of Trustee's Sale and the obligation secured by the Deed of Trust remaining unpaid, on November 13, 2009, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to the Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$745,914.12, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.



DATED: November 23, 2009.



Michael A. Winslow, Successor Trustee

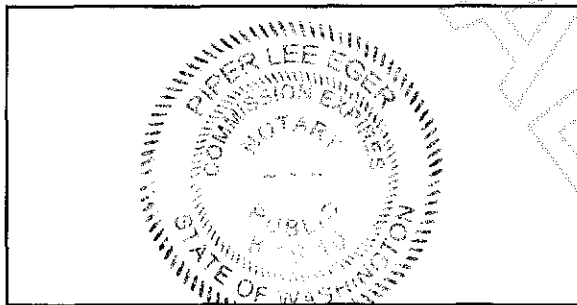
State of Washington)

)ss

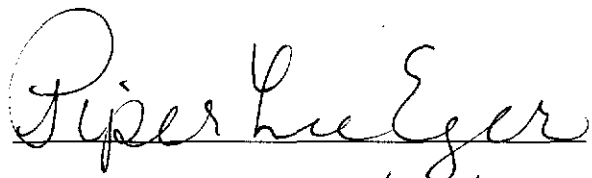
County of Skagit)

I certify that I know or have satisfactory evidence that Michael A. Winslow is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: November 23, 2009



PLACE NOTARY SEAL IN THIS BOX



Notary Public

My appointment expires 8/19/10



Legal Description

PARCEL "A":

The East 23.5 acres of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East W.M.

TOGETHER WITH a non-exclusive 50-foot wide easement for ingress, egress and utilities over, under and across those portions of Government Lots 1 and 2 described on pages 8 and 9 of 11 on document recorded as Auditor's File No. 200406250134 and as reserved in that certain deed recorded as Auditor's File No. 200411120012 at Paragraph J, on page 4 of 5.

EXCEPT that portion of the East 23.5 acres of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the point 600 feet North of the Southeast corner of the Southwest 1/4 of the Southeast 1/4; thence North 145 feet; thence West 145 feet; thence South 145 feet; thence East 145 feet to the point of beginning.

PARCEL "B":

That portion of the East 23.5 acres of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the point 600 feet North of the Southeast corner of the Southwest 1/4 of the Southeast 1/4; thence North 145 feet; thence West 145 feet; thence South 145 feet; thence East 145 feet to the point of beginning.

PARCEL "C":

The Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M., EXCEPT the East 23.5 acres thereof, EXCEPT rights-of-way of Northern Pacific Railroad Company, Puget Sound & Cascade Railway Company and Puget Sound Pulp & Timber Company, EXCEPT State Road No. 1-A, commonly known as Highway No. 9, and EXCEPT THAT PORTION LYING WITHIN THE WEST 105.00 feet (as measured perpendicular to the West line) of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M..

PARCEL "D":

The rights-of-way of the former Northern Pacific Railroad Company, the former Puget Sound & Cascade Railway Company and the Puget Sound Pulp & Timber Company across the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M. EXCEPT THAT PORTION LYING WITHIN THE West 105.00 feet (as measured perpendicular to the West line) of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M..



PARCEL "E":

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M., being more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast 1/4 of the Southeast 1/4; thence North 0 Degrees, 6 Minutes 19 Seconds East along the West line of said Southeast 1/4 of the Southeast 1/4 for a distance of 730.00 feet;

Thence South 28 Degrees, 10 Minutes 47 Seconds East for a distance of 607.16 feet;

Thence South 0 Degrees, 6 Minutes 19 Seconds West for a distance of 201.90 feet, more or less, to the South line of said Southeast 1/4 of the Southeast 1/4 at a point of bearing South 88 Degrees, 35 Minutes 18 Seconds East from the POINT OF BEGINNING;

Thence North 88 Degrees, 35 Minutes 18 Seconds West along said South line for a distance of 287.78 feet, more or less, to the POINT OF BEGINNING.

Situate in the State of Washington, County of Skagit.

