



201006090045

Skagit County Auditor

6/9/2010 Page

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3 1:36PM

Filed for Record at Request of:

David L. Day, Attorney at Law

POB 526

Burlington, WA 98233

TRUSTEE'S DEED

The GRANTOR, David L. Day, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment, recited below, hereby grants and conveys, without warranty, to: Summit Bank, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

Units 728 and 734, "CASCADE PALMS CONDOMINIUM – PHASE 3, Building 8" as per Survey recorded May 5, 2008, under Auditor's File No. 200805050115 and per that Declaration recorded November 3, 2003, under Auditor's File No. 200311030251 and amended by those instruments recorded under Auditor's File Nos. 200508080174, 200608280228, 200706220126, 200805050116 and 2008111210052, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

The postal address of which is more commonly known as: Units 728 and 734 Cascade Palms Court, Sedro-Woolley, Washington 98284.

Assessor's Tax Parcel Number: 4956-015-728-0000, P119789; and
4956-016-734-0000, P119792

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 Joseph D. Lisherness as Grantor, to Land Title Company of Skagit County as Trustee (a Substitution of Trustee has since been recorded under Skagit County Auditor's File No. 200909080197

appointing David L. Day and Fairhaven Legal Associates, P.S. as Substitute Trustee), and Summit Bank as Beneficiary, dated May 21, 2007, recorded May 23, 2007, as No. 200705230201, in records of Skagit County, Washington.

- 2) Said Deed of Trust was executed to secure, together with other undertakings, the payment of said promissory Note(s) in the original sum of \$660,000.00 with interest thereon, according to the terms thereof, in favor of Summit Bank and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
- 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) Summit Bank, 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 the 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 February 26, 2010, recorded in the office of the Auditor of Skagit County, Washington, A "Notice of Trustee's Sale" of said property, as No. 201002260126.
- 7) The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Skagit County Courthouse, Mount Vernon, Washington a public place, at 10:00 o'clock a.m., 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 days before the sale, further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the eleventh and seventh 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 notice 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 obligations secured by said Deed of Trust remaining unpaid, on June 4, 2010, 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 Summit Bank, said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$346,817.29, 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 this 8 day of June, 2010.

David L. Day
 DAVID L. DAY - Trustee

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

On this day personally appeared before me DAVID L. DAY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of June, 2010.

'BARBARA J. HANGER'
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 DECEMBER 1, 2011

Barbara J. Hanger
 NOTARY PUBLIC for Washington.
 Residing in: Mount Vernon, WA
 My Commission Expires: 12/1/11

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 SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

JUN 09 2010

TRUSTEE'S DEED - 3
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 Skagit County Auditor