



201008260038

Skagit County Auditor

8/26/2010 Page

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3 11:56AM

AFTER RECORDING RETURN TO:

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

Higby, Frank E. and Kenneth, 1452.1007711

LAND TITLE OF SKAGIT COUNTY

136076-S

TRUSTEE'S DEED

The GRANTOR, Bishop, White, Marshall & Weibel, P.S. formerly known as 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:

Assessor's Property Tax Parcel/Account Number(s): 4042-005-013-0006 / P70398

Abbreviated Legal: Lot 13, Blk 5, Alger

Lot 13, Block 5, "Plat of Alger, Skagit County, Washington," as per plat recorded in Volume 4 of Plats, Page 9, records of Skagit County, Washington.

Situate in the County of Skagit County, State of Washington.

Together with that certain 14 x 70 foot Nova manufactured home bearing VIN No. SS9939 and more fully described in that certain Title Elimination document filed with the Auditor of Skagit County, Washington on September 11, 1992 under Recording/Auditor's No. 9209110092.

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 Frank E Higby and Kenneth Higby, an unmarried person, as Grantor, to Washington Services, Inc., a Washington Corporation as Trustee, and Washington Federal Savings as Beneficiary, dated September 17, 2009 recorded on September 28, 2009 as No. 200909280069.

TRUSTEE'S DEED - 1

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2595

AUG 26 2010

Amount Paid \$*2595*
Skagit Co. Treasurer
By *man* Deputy

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.
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 May 13, 2010 recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as Instrument No. 201005130087.
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 August 13, 2010 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

TRUSTEE'S DEED - 2

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