



201609080010

Skagit County Auditor

\$77.00

9/8/2016 Page

1 of

5 11:03AM

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Craig E. Cammock  
Skagit Law Group, PLLC  
P.O. Box 336 / 227 Freeway Drive, Suite B  
Mount Vernon, WA 98273

**TRUSTEE'S DEED**

Reference Nos.: 201206010082 (Deed of Trust)  
201306210095 (Partial Reconveyance)  
201603040030 (Appointment of Successor Trustee)  
201605160114 (Notice of Trustee's Sale)

Grantor (s): SKAGIT LAW GROUP, PLLC, a Washington  
Professional Limited Liability Company

Grantee (s): SWINOMISH INDIAN TRIBAL COMMUNITY,  
a federally recognized Indian Tribe organized  
pursuant to Section 16 of the Indian Reorganization  
Act of 1934

Additional Grantor(s) on page(s):  
Additional Grantee(s) on page(s):  
Abbreviated Legal: Parcel A, BLA Survey #201005120047;  
ptn NW ¼ SW ¼ and ptn SW ¼ NW ¼, 4-34-2E, W.M.  
2, 3

Additional Legal on page(s):  
Assessor's Tax Parcel No.: P19877 / 340204-2-001-0009

THE GRANTOR, SKAGIT LAW GROUP, PLLC, a Washington Professional Limited Liability Company, as Successor Trustee under that certain Deed of Trust as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to SWINOMISH INDIAN TRIBAL COMMUNITY, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, Grantee, that real property situated in the County of Skagit, State of Washington, described as follows:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2016 4011  
SEP 8 2016

-1-

Amount Paid \$ 0  
Skagit Co. Treasurer  
By HB Deputy

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington, and being more fully described as follows:

That portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and that portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.:

Thence South 40 rods, more or less, to a point 26 rods South of the  $\frac{1}{2}$  Section line;

Thence East 8 rods;

Thence North 40 rods, more or less, to the South line of said Highway;

Thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence East along the South line of said Highway 11 feet;

Thence South 431 feet;

Thence West 11 feet;

Thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 JET SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;

Thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;

Thence South 8 rods;

Thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;

Thence North 8 rods along the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington,

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

## 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 dated May 30, 2012 and recorded June 1, 2012 under Auditor's File No. 201206010082, records of Skagit County, Washington, from D & D LANDHOLDING CO., LLC, a Washington limited liability company, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of SKAGIT STATE BANK (now known as SKAGIT BANK), as Beneficiary. SKAGIT LAW GROUP, PLLC, a Washington Professional Limited Liability Company, was appointed Successor Trustee under said Deed of Trust pursuant to an Appointment of Successor Trustee recorded on March 4, 2016 under Auditor's File No. 201603040030, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note, wherein D & D Landholding Co., LLC, a Washington limited liability company, is the maker, in the sum of \$782,500.00, with interest thereon, according to the terms thereof, including any amendments, modifications, and/or assignments thereto, payable to Beneficiary, or order, 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 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 its successor in interest, via certified, return receipt requested, and first-class mailings on March 7, 2016, and a copy of said notice was posted or served by postings which occurred on March 7, 2016, in accordance with law.

5. SKAGIT STATE BANK, now known as SKAGIT BANK, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Successor 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 Successor Trustee, in compliance with the terms of said Deed of Trust, executed and on May 16, 2016 recorded in the office of the Auditor of Skagit County, Washington a Notice of Trustee's Sale of said property under Auditor's File Number 201605160114.

7. The Successor Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, Mount Vernon, State of Washington, a public place, at 10:00 a.m. on August 26, 2016, 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 on May 16, 2016, and either posted or served on May 16, 2016, said mailings and postings or service having occurred prior to 90 days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published once on or between the thirty-fifth and twenty-eighth day before the date of sale, and once on or between the fourteenth and seventh day before the 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 to or served upon the Grantor or its successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the Deed of Trust and documents evidencing the obligations secured thereby 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, et seq.


10. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's sale and said obligation secured by said Deed of Trust remaining unpaid on August 26, 2016, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Successor Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described for the sum of \$900,000.00, or by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expenses as provided by statute.

11. This conveyance is made without representations or warranties of any kind, expressed or implied. 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 its own due diligence investigation before electing to bid for the Property.

DATED this 8<sup>th</sup> day of September, 2016.

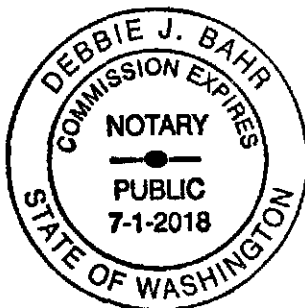
SKAGIT LAW GROUP, PLLC, a Washington  
Professional Limited Liability Company,  
Successor Trustee


By   
Craig E. Cammock, WSBA #24185, Member  
P.O. Box 336 / 227 Freeway Drive, Suite B  
Mount Vernon, WA 98273  
Telephone: (360) 336-1000

State of Washington    )  
                                      ) ss  
County of Skagit        )

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional limited liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

Dated: September 8, 2016.



  
NOTARY PUBLIC  
Printed name: Debbie J. Bahr  
My appointment expires: 07-01-2018