201807250051

07/25/2018 01:39 PM Pages: 1 of 3 Fees: \$101.00 Skepit County Auditor

WHEN RECORDED MAIL TO: Freedom Mortgage 10500 Kincaid Drive, Suite 300 Fishers, IN 46037

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2018 3249 JUL 25 2018

Amount Paid \$\int \text{Skagit Co. Treasurer} \text{By mem Deputy}

TS No.: WA-17-801729-SH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: 8728377

Trustor: RONALD H GARDNER AND NANCY L GARDNER, HUSBAND AND WIFE

Deed of Trust Instrument/Reference No.: 201406040035

Deed of Trust book/page (if applicable):

Notice of Sale Instrument/Reference No.: 201803150108

GUARDIAN NORTHWEST TITLE CO.

113835

TRUSTEE'S DEED UPON SALE

A.P.N.: 4011-000-022-0003

TRANSFER TAX: \$0.00

The GRANTOR, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, as current Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Successor Trustee) under that Deed of Trust in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, all right title and interest to FREEDOM MORTGAGE CORPORATION, as GRANTEE, to all real property (the "Property"), situated in the County of SKAGIT, State of Washington, described as follows:

LOT 22, "SKAGIT RIVER COLONY," AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 65 AND 66, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

RECITALS:

- This conveyance is made pursuant to the powers, including the power of sale, conferred upon the current Trustee by that certain Deed of Trust between RONALD H GARDNER AND NANCY L GARDNER, HUSBAND AND WIFE, as original Grantor, to OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, as original trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR FREEDOM MORTGAGE CORPORATION, as original Beneficiary, dated 5/27/2014 and recorded 6/4/2014 as Instrument No. 201406040035 of the Official Records in the office of the Recorder of SKAGIT, Washington.
- 2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$110,518.00 with interest thereon, according to the terms thereof, and other sums of money which might become due and payable under the terms of said Deed of Trust.

FATICO submits this document for recordation as a courtesy for physical convenience only. FATICO has not examined this document for its validity, sufficiency, or effect, if any, upon title to the real property described herein.

- The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the current Trustee has no actual knowledge that the Property is used principally for agricultural or farming purposes.
- 4. That a Default occurred in the obligations secured and/or covenants of the Deed of Trust referenced in paragraph one (1), as set forth in the Notice of Trustee's Sale described below, and that the Trustee of record, transmitted the Notice of Default to the required parties, and that a copy of said Notice was posted or served in accordance with law.
- The current Trustee has been instructed to exercise the power of sale in accordance with and under the relevant terms of the above referenced Deed of Trust and the Washington Deed of Trust Act.
- 6. That because the defaults specified in the "Notice of Default" were not cured, the Trustee of record, in compliance with the terms of the Deed of Trust, recorded on 3/15/2018 in the SKAGIT County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. 201803150108.
- 7. The Trustee of record fixed the place of sale as: At main entrance Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA AKA 205 W. Kincaid St., Mount Vernon, WA, in the State of Washington, a public place, at 10:00 AM. In accordance with the 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 the statutory minimum number of days before the final sale; further, the Trustee of record caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of the sale, and once between the fourteenth and the seventh day before the date of the sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure."
- 8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the 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. That because the defaults specified in the "Notice of Trustee's Sale" were not cured at least ten days prior to the date scheduled for the Trustee's Sale and said obligation secured by said Deed of Trust remained unpaid, on 7/20/2018, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the GRANTOR then and there sold the Property at public auction to the foreclosing beneficiary, the highest bidder therefore, as a credit bid for the sum of \$126,075.00. The foreclosing beneficiary instructed the GRANTOR to vest this Trustee's Deed into GRANTEE.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, GRANTEE understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the current Trustee made no representations to GRANTEE concerning the Property and that the current Trustee owed no duty to make disclosures to GRANTEE concerning the Property, GRANTEE relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

In witness thereof, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, as GRANTOR, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: WA-17-801729-SH

QUALITY LOAN SERVICE CORPORATION OF

WASHINGTON

By: Jaunce Stavee, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of:

Meesha Batson a notary public, who proved to me on the basis of personally appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Meesha Batson

COMMISSION EXPIRES AUGUST 9, 2021