



20110121000098

FIRST AMERICAN TD 63.00
PAGE-001 OF 002
01/21/2011 09:55
KING COUNTY, WA

AND WHEN RECORDED TO:
Green Tree Servicing LLC
7360 S. Kyrene Road, T-208
Tempe, Arizona 85283

E2475540

01/21/2011 09:54
KING COUNTY, WA
TAX \$10.00
SALE \$0.00

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A SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: **1003277WA** Loan No.: ******3061**
Order No.: **4472808**

TRUSTEE'S DEED 1ST AM 2/16/3

The GRANTOR, **Seaside Trustee of Washington, Inc.**, 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: **Bank of America, National Association**, GRANTEE, that real property, situated in the County of King, State of Washington, described as follows:

LOT 3B MERCER ISLAND SHORT PLAT NUMBER MI-82-04-09 RECORDS UNDER RECORDING NUMBER 8310249004 BEING A PORTION OF: TRACT 596 C.D. HILLMAN'S SEA SHORE-LAKE FRONT-GARDEN OF EDEN ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS PAGE 44 IN KING COUNTY WASHINGTON; TOGETHER WITH AN UNDIVIDED INTEREST IN A PRIVATE ROAD AND UTILITY TRACT AS DELINEATED ON THE FACE OF SAID SHORT PLAT

A.P.N. No.: **335850-0974-03**

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 GI HWAN CHON, as Grantor, to PRLAP, INC., as Trustee, and BANK OF AMERICA, N.A., as Beneficiary, dated 5/25/2006, recorded 5/26/2006, as Instrument No. 20060526002626, in Book/Reel, Page/Frame, records of King County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$499,000.00 with interest thereon, according to the terms thereof, in favor of BANK OF AMERICA, N.A. 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 make 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. Bank of America, N.A., being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.

TRUSTEE'S DEED

T.S. No.: **1003277WA**

Loan No.: ******3061**

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 recorded on , in the office of the Auditor of **King** County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as, At the main entrance to the Administration Building, 500 4th Avenue, Seattle, Washington , a public place, on 1/14/2011 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 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-fifth and twenty-eighth day before the date of sale, and once between the fourteenth 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 in this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
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 defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on **1/14/2011**, 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 said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of **\$478,398.14**, 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.

Date: 1/18/2011

Seaside Trustee of Washington, Inc.

Elvia Bouche
 ELVIA BOUCHE, VICE PRESIDENT

State of California) ss.
 County of Ventura)

On 1/18/2011, before me, J. WEBER, a Notary Public in and for said County and State, personally appeared, ELVIA BOUCHE, personally known to me (or proved to me on the basis of satisfactory evidence) to 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.

WITNESS my hand and official seal

SIGNATURE *J. Weber*
 J. WEBER

