

TAX FORECLOSURE CERTIFICATE ORDER NO.: W-156236-4

Issued by: **WHATCOM LAND TITLE COMPANY, INC.**
For: **TREASURER OF WHATCOM COUNTY, WASHINGTON**
Reference: **TAX PARCEL NO. 370305 054331 0000 PID 21650**

PURSUANT TO THE PROVISIONS OF RCW 84.64.050 (AS AMENDED) AND ACCORDING TO A TITLE SEARCH OF THE OFFICIAL RECORDS FOR WHATCOM COUNTY, WASHINGTON. THE WHATCOM LAND TITLE COMPANY, INC. (HEREINAFTER REFERRED TO AS "THE COMPANY") CERTIFIES AS FOLLOWS:

1. Based upon information from the Treasurer's Rolls supplied to the Company by the Whatcom County Treasurer, the Legal Description of the property to be sold is:

LOTS 10 THROUGH 15, INCLUSIVE, BLOCK 8, PLAT OF COOKS ADDITION TO FAIRHAVEN, WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 70, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

2. We find the following discrepancy between the above description from the Treasurer's Rolls and the record title legal description:

NONE

3. The record title holder of said property on the date hereof is:

The devisees under the Last Will and Testament of JAMES MICHAEL SOFIE, who also appears of record as MIKE SOFIE, deceased

Document No.: 2020502531
Excise Tax Receipt No.: 107560-69944
Date Excised: May 16, 2002

4. The record Purchaser (if any) named in the Executory Real Estate Contracts to convey said property on the date hereof are:

NONE

5. Deeds of Trust/Mortgages/Lien Holders (if any):

A. Real and Personal Property Taxes due and owing.

WLT Order No.: **W-156236-4**
TAX FORECLOSURE CERTIFICATE

B. Deed of Trust in favor of: DONALD & BARBARA HENKLE, Trustees of
THE HENKLE FAMILY TRUST
Auditor's File No.: 2090602468
Affects: Said premises and other property

The beneficiary's interest was assigned by successive assignments, the last of which was;

Dated: February 2, 2018
Recorded: February 21, 2018
Recording No.: 2018-0201942
To: STEVE BEITLER

A Successor Trustee was appointed for said Deed of Trust by instrument;

Recorded: May 2, 2019
Recording No.: 2019-0500237
New Trustee: TIMOTHY G. KRELL, as Successor Trustee

C. Possible lien against the Estate of MIKE SOFIE, also known as J. MICHAEL SOPHIE and JAMES MICHAEL SOFIE, deceased, in favor of the STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, for recovery of costs of medical care provided, if any.

D. JAMES MICHAEL SOFIE died September 5, 2015, leaving a nonintervention will admitted to Probate;

Filed: October 29, 2015
Probate Case No.: 15-4-00521-2
Records of: Whatcom County, Washington
Personal
Representative: DEBBIE SUE SOFIE, authorized to administer the Estate without intervention of court and to encumber, sell and convey or contract to convey decedent's interest in said premises

Attorney for Estate: JAMES M. DORAN

6. Easements, Reservations, Agreements, etc., (if any):

NONE

WLT Order No.: **W-156236-4**
TAX FORECLOSURE CERTIFICATE

THIS CERTIFICATE MAY BE RELIED UPON FOR THE PURPOSE OF DETERMINING THE LEGAL DESCRIPTION, THE RECORD TITLE HOLDER, AND THE CONTRACT PURCHASERS, AS REQUESTED BY THE WHATCOM COUNTY TREASURER'S OFFICE PURSUANT TO THE PROVISIONS OF RCW 84.64.050 (AS AMENDED). IT DOES NOT PURPORT TO SHOW ALL ENCUMBRANCES AND NO REPRESENTATION IS MADE AS TO THE SUFFICIENCY OF THE TITLE OF THE ABOVE PARTIES. LIABILITY OF THE COMPANY FOR THIS TITLE SEARCH IS LIMITED TO THE CHARGE MADE THEREFORE.

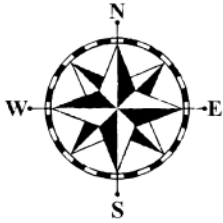
Dated this 11th day of June, 2019

(Effective Date: June 3, 2019, at 8:00 AM)

WHATCOM LAND TITLE COMPANY, INC.

BY: 
SERGEY BASANTSEV, Authorized Signatory

CHARGES:	Premium	\$	375.00
	Tax	\$	<u>32.63</u>
	Total	\$	407.63



WHATCOM LAND TITLE COMPANY, INC.

2011 Young Street
Bellingham, WA 98225

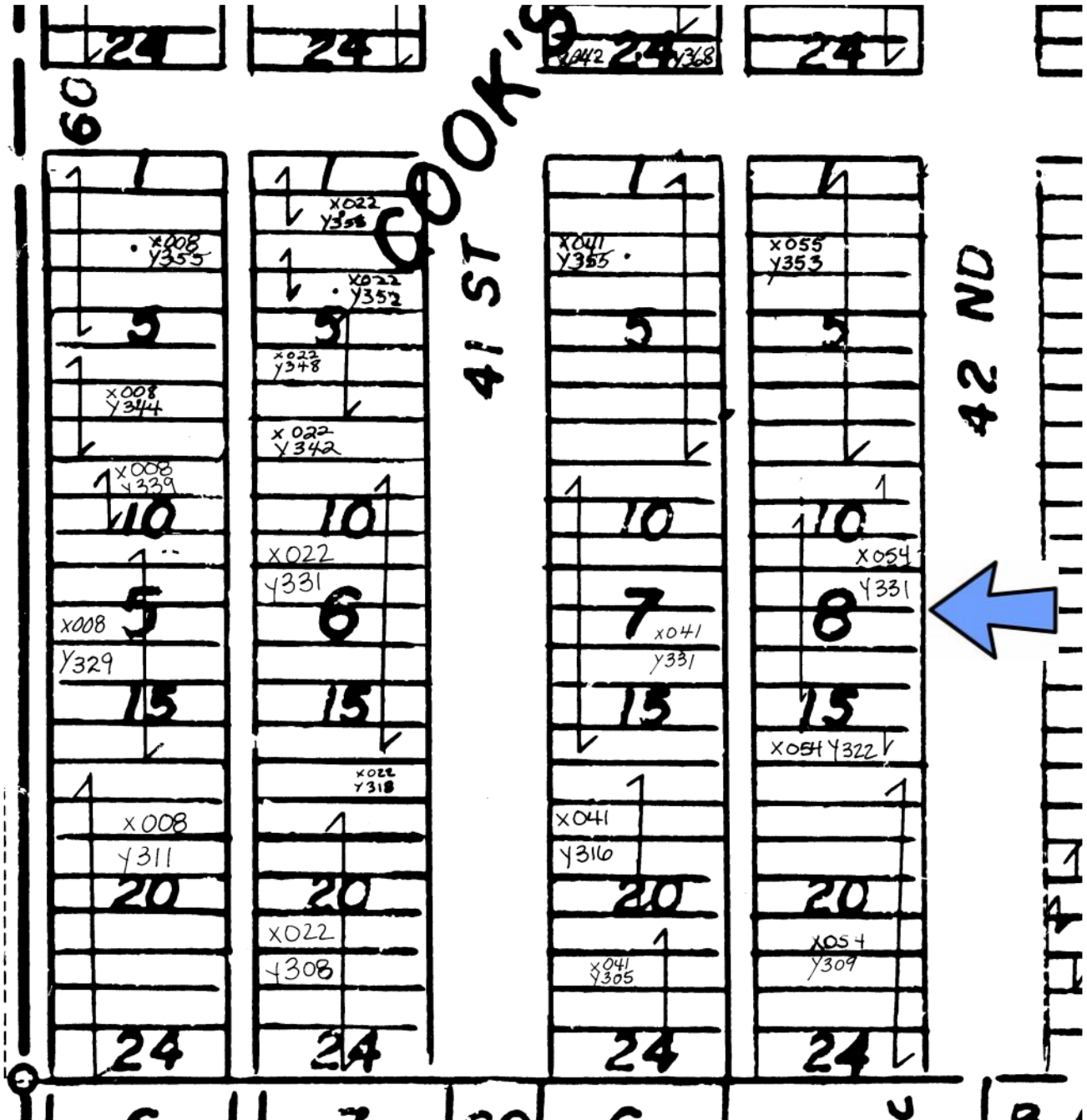
Phone (360) 676-8484 / Toll Free (800) 334-6314

Fax (360) 671-0982

Website www.whatcomtitle.com

"Locally Owned and Operated since 1982"

W-156236-4



THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY.

IT DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS, OR EASEMENTS AFFECTING THIS PROPERTY. NO LIABILITY IS ASSUMED FOR VARIATIONS IN DIMENSIONS AND LOCATIONS. THIS SKETCH IS NOT GUARANTEED AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

Property**Account**

Property ID:	21650	Legal Description:	COOK'S ADD TO FAIRHAVEN LOTS 10 THRU 15 BLK 8
Parcel # / Geo ID:	3703050543310000	Agent Code:	
Type:	Real		
Tax Area:	0100 - BELLINGHAM 501 AH	Land Use Code	91
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T37N	Section:	05
Range:	R03E	Legal Acres:	0.0000

Location

Address:	42ND ST BELLINGHAM, WA	Mapsco:	
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Owner

Name:	MIKE SOFIE	Owner ID:	103442
Mailing Address:	2500 ELM ST STE 14 BELLINGHAM, WA 98225-2745	% Ownership:	100.0000000000%

Exemptions:

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
2019	9188	\$191.39	\$191.28	\$11.48	\$7.63	\$0.00	\$401.78
2018	9350	\$211.37	\$211.26	\$46.49	\$59.17	\$0.00	\$528.29
2017	9494	\$193.72	\$193.62	\$42.58	\$100.71	\$0.00	\$530.63
2016	9648	\$1448.52	\$169.61	\$37.32	\$128.95	\$0.00	\$1784.40

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$37,680
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0

(=) Market Value:	=	\$37,680
(-) Productivity Loss:	-	\$0

(=) Subtotal:	=	\$37,680
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$37,680

(=) Total Appraised Value:	=	\$37,680
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0

(=) Taxable Value:	=	\$37,680



2020502531
 Page: 1 of 2
 5/16/2002 9:35 AM
 DEED \$10.00
 Whatcom County, WA

Request of: MIKE SOFIE

AFTER RECORDING MAIL TO:

Name MIKE SOFIE
 Address 3703 CONSOLIDATION ST.
 City/State BELLINGHAM, WA. 98225

Quit Claim Deed

THE GRANTOR JOHN D. PITTS A/K/A
 JOHNNY D. PITTS, A SINGLE PERSON

for and in consideration of BROTHER IN LAW TO
 BROTHER IN LAW
 WAC 458-61-410 (GIFT)
 conveys and quit claims to MIKE SOFIE



First American Title Insurance Company

(this space for title company use only)

the following described real estate, situated in the County of WHATCOM, State of Washing on.
 together with all after acquired title of the grantor(s) therein:

LOTS 9 THROUGH 16 INCLUSIVE, BLOCK 8. "COOKS ADDITION TO FAIRHAVEN. WASHINGTON." NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY. WASHINGTON. ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 70 IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

Assessor's Property Tax Parcel/Account Number(s): 370305 054322 0000

Dated April 29, 19 02

Johnny D. Pitts
 JOHNNY D. PITTS (individual)

By _____ (President)

By _____ (Secretary)

LPB-12 (11/96)

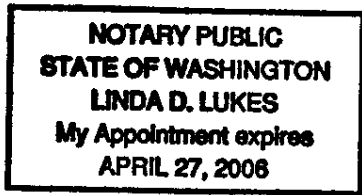
107560 69344 5/16/2002 2.00 ***

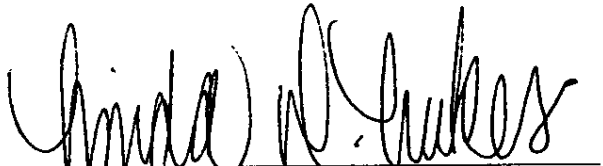
STATE OF WASHINGTON, }
County of WHATCOM } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me JOHNNY D. PITTS
_____ to me known
to be the individual(s) 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 29TH day of APRIL, 2002 ~~XX~~.





Notary Public in and for the State of Washington,
residing at BELLINGHAM
My appointment expires 4/27/2006

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____

2020502531
Page: 2 of 2
5/16/2002 9:35 AM
DEED \$10.00
Whatcom County, WA

Request of: MIKE SOFIE



AFTER RECORDING RETURN TO:

PMI
P.O. Box 891
Burlington, WA 98233

DEED OF TRUST

317324

THIS DEED OF TRUST, made this 19th day of May, 2009, by and between J. Michael Sofie, as his sepate estate, as his interest appears of record as to parcel A and Mike Sofie, as his separate estate as to parcel B Grantor, whose mailing address is 3703 Consolidation, Bellingham, WA. 98225; FIRST AMERICAN TITLE COMPANY, as Trustee, whose mailing address is P.O. Box 1667, Mount Vernon, WA 98273; and Donald & Barbara Henkle Trustees of the Henkle Family Trust Beneficiary, whose mailing address is 74 Hoh Pl., LaConner, WA. 98257 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s): 370 305 054322 0000 and 370305 054331 0000 and 380331 478144 0000

Ptn. Of Lot 4, Perkins Subdivision; and Lots 9 thru 16, Block 8, Cooks Add to Fairhaven (see attached full legal)

Full legal pg 5

Subject to restrictions, encumbrances, easements and conditions of record.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining and the rents, issues and profits thereof. This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Forty Five Thousand Dollars & No/100 (\$45,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant and agree:

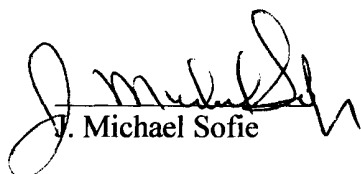
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent, all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, on any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest, at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable, at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington at public auction to the highest bidder. Any person, except Trustee, may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale his deed, without warranty, which shall convey to the purchaser the interest in the property, which Grantor had or had the power to convey at the time of his execution of this Deed of Trust and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, resignation or election of Beneficiary to re-appoint Trustee, Beneficiary may appoint, in writing, a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee against the Beneficiary or Grantor.

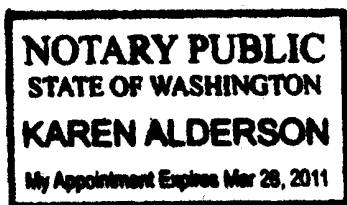
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.


 J. Michael Sofie

STATE OF WASHINGTON)
) SS.
 COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that J. Michael Sofie, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me by J. Michael Sofie, on this 19th day of may, 2009.



Karen Alderson
 NOTARY PUBLIC
 State of Washington
 My commission expires: 3-28-11

Chicago Title Insurance Company

EXHIBIT A

Description:

Order No.: 317324

Parcel A:

The East 100 feet of the West 150 feet of Lot 4, Perkin's Sub-Division, Bellingham, Washington, as per the map thereof, recorded in Volume 6 of Plats, Page 49, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Parcel B:

Lots 9 through 16, inclusive, Block 8, "Cooks Addition to Fairhaven, Washington," now a part of the consolidated City of Bellingham, Whatcom County, Washington, according to the plat thereof, recorded in Volume 2 of Plats, Page 70, in the Auditor's Office of said county and state.

Situate in Whatcom County, Washington



After Recording Return To:

Britain / Krell PLLC
Timothy G. Krell
805 Dupont Street, Ste 1
Bellingham, WA 98225

APPOINTMENT OF SUCCESSOR TRUSTEE

Original Grantor: J. Michael Sofie, and Mike Sofie
Original Beneficiary: Donald & Barbara Henkle Trustees of the Henkle Family Trust
Current Beneficiary: Steve Beitler
Reference No. of Deed of Trust: 2090602468
Tax Parcel No. 370305 054322 0000 / PID# 21649, 370305 054331 0000 / PID# 21650, 380331 478144 0000 / PID# 78164
Abbreviated Legal: Ptn of Lot 4, Perkins Subdivision; and Lots 9 through 16, Block 8, Cook's Add to Fairhaven. Situate in Whatcom County, Washington.

Notice is hereby given that the undersigned Beneficiary appoints Timothy G. Krell, whose address is 805 Dupont Street, Ste 1, Bellingham, WA 98225, as Successor Trustee under that certain Deed of Trust dated May 19th, 2009 executed by J. Michael Sofie, as his separate estate as to Parcel A and Mike Sofie, as his separate estate as to Parcel B, as Grantors in which First American Title Company was named as Trustee that recorded on June 12th, 2009 under recording no.2090602468. Said Successor Trustee shall be in the place and stead of the original Trustee and shall have all the powers of said original Trustee, effective immediately.

The real property subject to the deed of trust is commonly known as XXX 42nd Street, Bellingham, WA 98225 and 3703 Consolidation Avenue, Bellingham, WA 98225 and is more particularly described in said deed of trust.

Beneficiary:

Steve Beitler
Steve Beitler

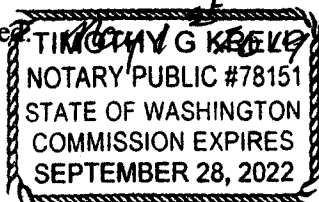
STATE OF WASHINGTON

SS

COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that Steve Beitler is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date:



Timothy G. Krell
Notary name printed or typed) Timothy G. Krell
Notary Public in and for the State of Washington
Residing at Bellingham
My appointment expires: 9/28/2022



AFTER RECORDING RETURN TO:
PLI
P.O. Box 891
Burlington, WA 98233

ASSIGNMENT OF DEED OF TRUST

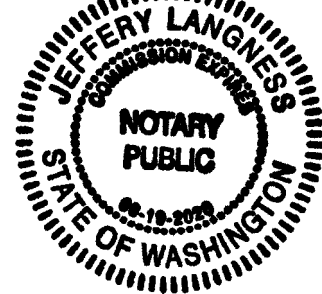
For value received, the undersigned **Swen Gildnes** as Beneficiary, hereby grants, conveys, assigns and transfers to **Steve Beitler**, whose address is P.O. Box 423, Burlington, WA 98233, all beneficial interest under that certain Deed of Trust dated May 19, 2009 executed by **J. Michael Sofie** as Grantor, to First American Title Company, as Trustee, and recorded on June 6, 2009, under Auditor's File No. 2090602468, records of Whatcom County, Washington, describing land therein as:

Tax Account Number: 370305 054322 0000, 370305 054331 0000 and 380331 478144 0000

Together with note(s) therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust. This assignment is for collateral purposes only.

Dated: February 2, 2018

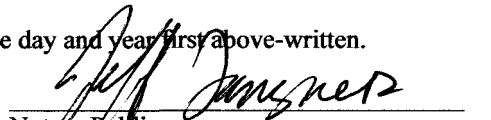

Swen Gildnes



STATE OF WASHINGTON)
COUNTY OF Skagit)SS.

On this 2nd day of February, 2018, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Swen Gildnes, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above-written.


Notary Public
My commission expires: 8-19-2020