

SK-13594

02-06-34-4-1-5100-00

TRUSTEE'S DEED

This indenture, made this 18th day of January, 1985, between Richard J. Parker, hereinafter called Trustee and Roofers Local 49 Welfare Fund, Pacific Coast Roofers' Pension Plan and Greater Portland Roofing Apprenticeship and Training Fund, hereinafter called Grantee;

Recitals:

Ernest A. Tiffany and Sharon Lee Tiffany as Grantors executed and delivered to Pioneer National Title Insurance Company as Trustee for the benefit of Roofers Local 49 Welfare Fund, Pacific Coast Roofers' Pension Plan and Greater Portland Roofing Apprenticeship and Training Fund as Beneficiary, a certain Deed of Trust dated March, 1984 duly recorded on April 17, 1984, under Auditor's File Number 87449, Records of Skamania County, Washington. In and by said Deed of Trust, which by its terms provided that said real property was not used principally for agricultural or farming purposes, the real property therein described was conveyed by said Grantor to said Trustee to secure, among other things, the performance of an obligation of the Grantor to the Beneficiary as set forth in said Deed of Trust. The said Grantor thereafter defaulted in his performance of the obligation secured by said Deed of Trust as stated in the Beneficiary's Notice of Default as served upon the Trustee herein, which default made operative the power of sale contained in said Deed of Trust, and such default still existed at the time of sale herein described.

By reason of said default, the owner and holder of the obligation secured by said Deed of Trust, being the Beneficiaries named in said Deed of Trust declared all sums secured by said Deed of Trust immediately due and owing and gave notice of said default to said Trustee, containing his election to sell said real property and to satisfy the obligations of said Deed of Trust by advertisement and sale.

The Trustee thereupon and more than 30 days before recording, transmitting or serving his Notice of Sale, gave to the Grantor in the manner required by law notice of default setting forth the amounts necessary to reinstate the note and Deed of Trust and advising of the consequences of his failure to do so. There being no response by the Grantor, the undersigned Trustee gave notice of the time and place of sale of said real property as fixed by him or by recording notice of sale at least 90 days prior to the date fixed for said sale in the office of the County Auditor of Skamania County where said real property is situated as required by law; copies of said Notice of Sale were mailed by first class and certified mail at least 90 days prior to the date fixed for said sale to the Grantor (including a Notice of Foreclosure as required by law) and to each person who had an interest in property or claim of lien of record on said property at the time that

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Skamania County Treasurer

By

Notice of Sale was recorded; a copy of said Notice of Sale was posted in a conspicuous place upon said real estate, or the occupants of said premises were personally served, in the manner in which a Summons is served, with said Notice of Sale at least 90 days prior to the date fixed for said sale. Further, the Trustee published a copy of said Notice of Sale in a legal newspaper in the County or the Counties in which said property was situated once a week for the four weeks preceding the time of sale. On and between the date of recording and Notice of Sale and the date of sale, there was no Court action pending on an obligation secured by the Deed of Trust, nor was there any Court action pending to foreclose a lien or other encumbrance on all or any part of the secured property at the time of sale.

Pursuant to said Notice of Sale, the undersigned Trustee on January 7, 1985 at the hour of 10:00 a.m. on said day, and at the place of fixed for sale, as aforesaid, in full accordance with the laws of the State of Washington, and pursuant to the powers conferred upon him by said Deed of Trust, and in compliance with the provisions of RCW 61.24, sold said real property at public auction to the said Grantee herein for the sum of \$32,000.00, he being the highest and best bidder at said sale and said sum being the highest and best sum bid for said property.

Now, therefore, in consideration of the said sum so paid by the Grantee, the receipt whereof is acknowledged, and by virtue of the authority vested in said Trustee by the laws of the State of Washington, and by said Deed of Trust, the Trustee does hereby convey unto the Grantee, all the interest which the Grantor had or had power to convey at the time of execution by him of said Deed of Trust, together with any interest the said Grantor or his successors in interest acquired after the execution of said Deed of Trust in and to the following described real property, to wit:

Lots 20 and 21 of Block 1 of Woodard Marina Estates, as per plat thereof, recorded in Book "A" of Plats, Page 114 and 115, Records of Skamania County, Washington;

Except that portion of said Lot 20, lying northeasterly of a line drawn parallel with and 15 feet southwesterly from the boundary line between Lots 19 and 20 of said Block 1;

together with shorelands of the second class conveyed by the State of Washington fronting and abutting upon all of Lots 20 and 21 of said Block 1.

To have and to hold the same upon the Grantee, his heirs and assigns forever.

In construing this instrument and wherever the context so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural; the word "Grantor" includes any successor in interest of the Grantor as well as each and all other persons owing an obligation; the

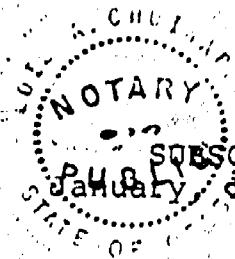
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performance of which is secured by said Trust Deed; the word "Trustee" includes any successor Trustee, and the word "Beneficiary" includes any successor in interest of the Beneficiary first named above.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal; the undersigned is a corporation that has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

Richard J. Parker
Richard J. Parker,
Successor Trustee



SUBSCRIBED and SWORN to before me this 10 day of January, 1985.

John A. Chumman
Notary Public for Oregon
My commission expires: 12/1/87

After Recording, Return to:

Darrell L. Cornelius
Attorney at Law
722 SW Second Ave., Suite 240
Portland, OR 97204



STATE OF WASHINGTON
COUNTY OF WASHINGTON
I HEREBY CERTIFY THAT WITHIN

INSTANTLY BY
John A. Chumman
OR John A. Chumman
AT 10:45 AM 1985
WAS RECORDED BY
John A. Chumman

NOTARY PUBLIC COUNTY OF WASHINGTON
John A. Chumman
NOTARY
John A. Chumman
COUNTY