

106545

BOOK 112 PAGE 937



First American Title INSURANCE COMPANY

Filed for Record at Request of

Name ALICIA L. LOWE
 Address 335 N.E. 5TH AVE.
 City and State CAMAS, WA 98607

FILED FOR RECORD
 SKAMANIA COUNTY, WASH.
 BY COVER 4 ENGLISH
 FEB 9 3 10 PM '89
 D. New, Dep.
 AUDITOR
 GARY M. OLSON

Trustee's Deed

The Grantor, MICHAEL V. ROE, TRUSTEE,
 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: JAMES PETERSON AND DIANE PETERSON, HUSBAND AND WIFE, Grantee,
 that real property, situated in the County of SKAMANIA, State of Washington, described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

12532

ALTERNATE EXCISE TAX

Recorded S
 Indexed S
 Indexed S
 Filed S
 Mailed S

Openly
 Just Deputy

RECITALS:

- This Conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between GARY R. HAINS AND DIANE J. HAINS, HUSBAND AND WIFE, as Grantor, to JAMES E. PETERSON AND DIANE E. PETERSON, HUSBAND AND WIFE, as Trustee, and JAMES E. PETERSON AND DIANE E. PETERSON, HUSBAND AND WIFE, as Beneficiary, dated 2/23/87, recorded 2/24/87, as No. 102715 in Book/Reel 104, Page/Frame XXX 314, records of SKAMANIA County, Washington.
- Said Deed of Trust was executed to secure, together with other undertakings, the payment of ONE promissory note(s) in the sum of \$ 54,000.00 with interest thereon, according to the terms thereof, in favor of JAMES E. PETERSON AND DIANE E. PETERSON, HUSBAND AND WIFE, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
- The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
- 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 made 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.
- JAMES E. PETERSON AND DIANE E. PETERSON, HUSBAND AND WIFE being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.
- 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 on 9/16/88, recorded in the office of the Auditor of SKAMANIA County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel XX 110, Page/Frame XXX 912, as No. 105816.
- The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as THE NORTH DOOR OF THE SKAMANIA COUNTY COURTHOUSE, a public place, at 9:30 o'clock A. M., 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

OVER

Glenda J. Kimmel, Skamania County Assessor
 By: 2-6-26-4-2400
2-6-35-100

90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once a week during the four weeks preceding the time of 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 or served to or upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust 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.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid on 12-23-88, 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 therefor, the property hereinabove described, for the sum of _____ (cash) (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).

DATED this 23rd day of December, 19 88.

Michael V. Roe
MICHAEL V. ROE (Trustee)

By _____ (Name - Title)

By _____ (Name - Title)

STATE OF WASHINGTON }
COUNTY OF Clark } ss.

On this day personally appeared before me
MICHAEL V. ROE
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HE free and voluntary act and deed, for the uses and purposes therein mentioned.

23 GIVEN under my hand and official seal this 23 day of December, 19 88

Norma Mc Carthy
Notary Public in and for the State of Washington, residing at Washington

RECORDED & NOTED: NOTARY/
STATE OF WASH. AT
TIME OF RECORDING

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

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 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 _____

DESCRIPTION:

Gary & Diane Hains Foreclosure by James & Diane Peterson
PARCEL A:

A tract of land in the Southwest quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at a point 68.5 feet North of the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 26, said point being on the Northerly right of way line of State Road No. 14 as presently constructed and located; thence North along the East line on the Southwest quarter of the Southeast quarter of said Section 26, a distance of 425.5 feet; thence North $81^{\circ}13'$ West 1,010 feet, more or less, to a point North $25^{\circ}14'$ East from the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 26; thence South $25^{\circ}14'$ West to the Southwest corner of the Southwest quarter of the Southeast quarter of the said Section 26; thence East to the Southeast corner of the Southwest quarter of the Southeast quarter of Section 26; thence North 68.5 feet to the point of beginning.

EXCEPT that portion of said land lying within the Spokane, Portland and Seattle Railway Company's Right of Way, as marked and established across said land.

ALSO EXCEPT a tract of land conveyed to the United States of America by Instrument recorded May 12, 1942, in Book 29 of Deeds, Page 90, Records of Skamania County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over and across the existing 30 foot roadway and the Southerly extension thereof, lying Easterly of and adjacent to the Easterly line of Parcel "A" herein described.

EXCEPT that portion of the Southwest quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as beginning at the quarter section corner on the South line of said Section 26; thence East 360 feet; thence North $40^{\circ}30'$ East 150 feet; thence North $41^{\circ}30'$ West, 100 feet; thence North 59° West 181 feet; thence South 31° West 383 feet to the point of beginning.

EXCEPT beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington; thence East 360 feet to the true point of beginning, thence North $48^{\circ}30'$ East 100 feet, more or less, thence North 41° West 210 feet, more or less, thence Northeasterly parallel with the North line of State Road No. 14, 200 feet, more or less; thence South 41° East 600 feet, more or less, to the North line of State Road No. 14, lying within the Northeast quarter of Section 35, Township 2 North, Range 6 East; thence Southwesterly to the Railroad right of way thence Northwesterly to the point of beginning.

PARCEL B:

That portion of the Northeast quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Clark County lying Northerly and Easterly of the Spokane, Portland and Seattle Railway Company's right-of-way, as marked and established across said land.