

108306

BOOK 116 PAGE 837

51-FH-102 (0026) TD

Loan No.: 56-30-570481952  
Grantor/Successor: THOMAS S. STERLING

WHEN RECORDED RETURN TO:  
FARMERS HOME ADMINISTRATION  
ATTN: SUSAN NATTER  
P. O. BOX 2427  
WENATCHEE WA 98801

SK-15309  
LOT 13, A-150

TRUSTEE'S DEED

The GRANTOR, INTERSTATE TRUSTEE SERVICES CORPORATION, A Washington Corporation, 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: UNITED STATES OF AMERICA, ACTING THROUGH THE FARMERS HOME ADMINISTRATION, U.S.D.A., GRANTEE, that real property, situated in County of SKAMANIA, State of Washington, described as follows:

LOT 13 OF RIDGEVIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 150, RECORDS OF SKAMANIA COUNTY, WASHINGTON, TOGETHER WITH AN EASEMENT OVER THE SOUTH 10 FEET OF LOT 12 FOR ROAD PURPOSES.

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 dated November 14, 1985, recorded in Vol 62 of Deeds of Trust, page 190 under Auditor's File No. 100318, of SKAMANIA County, Washington, from THOMAS S. STERLING AND JANICE E. STERLING, HUSBAND AND WIFE, as Grantor, to FARMERS HOME ADMINISTRATION, U. S. DEPARTMENT OF AGRICULTURE, as Trustee, and UNITED STATES OF AMERICA, ACTING THROUGH THE FARMERS HOME ADMINISTRATION, U.S.D.A., as Beneficiary.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$39,000.00 with interest thereon, according to the terms thereof, in favor of UNITED STATES OF AMERICA, ACTING THROUGH THE FARMERS HOME ADMINISTRATION, U.S.D.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 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.

RECEIVED IN CASH  
BY SKAMANIA CO. TITLE

Page 1 of 3

Nov 27 11 01 AM '89

GARY L. CROON

Registered 6  
Indexed 8  
Filed 12-1-89  
Mailed

13168  
REAL ESTATE EXCISE TAX

NOV 27 1989

PAID  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By: J. D. Parcel # 03 25 36 32 0202  
11-27-89

5. UNITED STATES OF AMERICA, ACTING THROUGH THE FARMERS HOME ADMINISTRATION, U.S.D.A., 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 the law and the terms of said Deed of Trust.

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 on August 16, 1989, recorded in the office of the Auditor of SKAMANIA County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel 115, Page/Frame, 477 as No. 107653.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as NORTH ENTRANCE OF THE SKAMANIA COUNTY COURTHOUSE, STEVENSON, WA, a public place, at 10:00 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 ninety days before the sale, further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh 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 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 November 17, 1989, 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 \$36,066.13 (cash) (by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expense as provided by statute).

DATED: November 17, 1989

INTERSTATE TRUSTEE SERVICES CORPORATION

Trustee,

BY

*Aleta Lavandier*  
ALETA LAVANDIER  
EXECUTIVE VICE PRESIDENT

Address: 1201 THIRD AVENUE  
SEATTLE WA 98101

Telephone: 206 340-2550

STATE OF Washington )

COUNTY OF KING )

ss.

On November 17, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALETA LAVANDIER to me known to be the EXECUTIVE VICE PRESIDENT of INTERSTATE TRUSTEE SERVICES CORPORATION 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 he/she is 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. *D. J. [Signature]* Notary Public in and for the State of Washington, residing at *Bellevue, WA*.

My commission expires *5/12/92*.

line of Tiny Road 400 feet, more or less, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 26; thence South along said East line to the point of beginning.

SUBJECT TO an easement, including its terms, covenants and provisions, as disclosed by instrument in favor of Northwestern Electric Company, a Washington corporation, recorded September 24, 1930 in Book "W" of Deeds at page 481 for an electric transmission line.

AND SUBJECT TO an easement, including its terms, covenants and provisions, as disclosed by instrument in favor of Bonneville Power Administration recorded July 19, 1957 under Skamania County Auditor's File No. 52469 in Book 44 at page 18 for an electric transmission line.

AND SUBJECT TO the rights of the public in that portion of the above described real estate lying within Tiny Road and Little Street.

D. This Real Estate Contract is forfeited. The purchasers' rights under the contract are cancelled and all right, title and interest in the property of the purchasers and of all persons claiming an interest in the contract, the property, or any portion of either, are terminated.

E. All persons whose rights in the property have been terminated and who are in or come into possession of any portion of the property, including improvements and unharvested crops, are required to surrender such possession to the seller not later than December 7, 1989 (not less than ten (10) days after the Declaration of Forfeiture is recorded, or such longer period provided in the contract).

F. This Real Estate Contract was forfeited in compliance with the RCW 61.30.010 et seq. and any applicable provisions of the contract.

G. The purchasers and any person claiming any interest in the purchasers' rights under the contract or in the property who are given the notice of intent to forfeit and the declaration of forfeiture have the right, for a period of sixty days following the date the Declaration of Forfeiture is recorded, to commence a court action to set the forfeiture aside if the seller did not have the right to forfeit the contract or failed to comply with the applicable Washington statutes.

Date of this Declaration: November 27, 1989

Nell L. Hill, Seller

R. Lee MacDonald  
R. Lee MacDonald, Seller