FILED FOR REGORD SKAMAL AL GO. WASH BY SKAMANIA CO. WILL

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GARY M. OLSON

SUTTELL & SCHWEET ATTORNEYS AT LAW 2476 - 76th AVENUE S.E. MERCER ISLAND, WA 98040 REAL ESTATE EXCISE TAX

20388 AUG 3 0 1993

PAID Exempt

SKAMANIA COUNTY TREASURER
TRUSTEE'S DEED

The Grantor, American Foreclosure Services, Inc., as the present Trustee under that Deed of Trust as hereinafter particularly described, in consideration of the premises and payments recited below, hereby grants and conveys, without warranty to Oakwood Acceptance Corporation, dba Nationwide Mortgage Company, Grantee, that certain real property situated in the County of Skamania, State of Washington, described as follows:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southwest Corner of Lot 3 of the Agnes M. Griffing Short Plat, recorded in Book 2 of Short Plats, Page 185; thence North along the West line 185 feet to the true point of beginning; thence North along said West line 245 feet to the Northwest Corner of said Lot 3; thence East along the North line 356 feet to the Northeast Corner; thence South along the East line of said Lot 245 feet; thence West parallel to the South line 356 feet to the true point of beginning. (Tax Parcel No. 04-07-35-0-0-1102-00) AND a 1997 Silvercrest Westwood 27x74 Manufactured Home, Serial Number 17710215.

1. This conveyance is made pursuant to the power, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between David A. Messer and Cindy L. Messer, husband and wife, as Grantors to Skamania County Title Company, as Trustee and Oakwood Acceptance Corporation, dba Nationwide Mortgage Company, as Beneficiary, dated July 24, 1997, recorded July 28, 1997, under Skamania County Auditor's Number 128775 in the records of Skamania County, Washington.

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- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the sum of \$121,105.00 together with interest thereon according to the terms thereof, in favor of Oakwood Acceptance Corporation, dba Nationwide Mortgage Company, 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 obligation secured and/or covenants of the Grantor as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust, made operative the power of sale, the 30 days advance notice of default was transmitted to the Grantor and/or his successors in interest and a copy of said notice was posted or served in accordance with law.
- 5. Oakwood Acceptance Corporation, dba Nationwide Mortgage Company, being then the holder of the indebtedness secured by said Deed of Trust, requested said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.
- 6. The default 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 April 12, 1999, recorded in the office of the Auditor of Skamania County, Washington, a Notice of Trustee's Sale, for said property under Skamania County Auditor's No. 134819.
- 7. The Trustee, in his aforesaid Notice of Trustee's Sale, set the place of sale outside the North door of the Skamania County Courthouse, Vancouver AVE, Stevenson, Skamania County, Washington, a public place at 9:00 A.M. on July 16, 1999 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 saused said Notice to be 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 35th and 28th day of sale, and once between the 14th and 7th day before the date of sale, in a legal newspaper, in each count, in which the property or any part thereof is situated, and further included with each notice, which was transmitted or served 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 the foreclosure no action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of the obligation in any Court by the reason of the Grantor's default on the obligation secured by the Deed of Trust.
- 9. All legal requirements and all provisions of said Deed of Trust have been complied with as to acts performed and notices to be given, as provided in Chapter 61.24 of the Revised Code of Washington.
- 10. The default specified in the Notice of Trustee's Sale not having been cured 10 days prior to the date of the Trustee's Sale, and said obligation secured by said Deed of Trust remaining unpaid, on July 16, 1999, the date of sale, which was not less than 190 days from the date of default on the obligation secured, the undersigned Trustee, then and there sold at public auction to said Grantee, the highest bidder thereof, the property hereinabove described for the sum of \$98,000.00.

DATED THIS _____ day of August, 1999.

AMERICAN FORECLOSURE SERVICES, INC.

William G. Suttell, Vice-President Successor Trustee

STATE OF WASHINGTON)

COUNTY OF KING

On this day personally appeared before me William G. Suttell to me known to be the Vice-President of American Foreclosure Services, Inc., Trustee of the Deed of Trust referred to herein, 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 mentioned therein.

Given under my hand and official seal this day of August, 1999.

Motary Public is and for the William of Washington residing at My commission expires: 9-2-4