

TRUSTEE'S DEED

THE GRANTOR, JAMES D. HORTON, 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 JOHN T. LANSFORD and CECILY S. LANSFORD, husband and wife, and F. ROBERT OSTROM and MARJORIE F. OSTROM, husband and wife, GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

Lot 14, Hideaway No. 2, according to the official Plat thereof, on file and of record at page 4 in Book "B" of Plats, records of Skamania County, Washington.

SUBJECT TO: That certain mortgage dated May 7, 1979, and recorded May 9, 1979, under Auditor's File No. 8&500, in favor of Heritage Bank in the original amount of \$54,000.00, which the Beneficiary herein agrees to pay according to its own terms and conditions.

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 between Pearl E. Stewart, a single person, as Grantor, to Chicago Title Insurance Company, a corporation, as Trustee, and John T. Lansford and Cecily S. Lansford, husband and wife, and F. Robert Catrom and Marjorie F. Ostrom, husband and wife, as Beneficiary, dated September 24, 1980, and recorded October 1, 1980, ir Book 57, at page 452 of the Mortgage Records of Skamania County, Washington, under Auditor's File No. 91352.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$9,000.00, with interest thereon, according to the terms thereor, in favor of John T. Lansford and Cecily S. Lansford, husband and wife, and F. Robert Ostrom and Marjorie F. Ostrom, 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.
- John T. Lansford and Cecily S. Lansford, husband and wife, and F. Robert Ostrom and Marjorie F. Ostrom, 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 August 25, 1981, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property in Book 58, Page 227, under Auditor's File No. 92987.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the South door of the Skamania County Courthouse, in the City of Stevenson, County of Skamania, State of Washington, a public place, at 10:00 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 ninety days

before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the 11th and 7th day and once between the 32nd and 28th day 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.

- 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 Friday, the 4th day of December, 1981, the date of sale, which was not less than 190 days from the date of default in the obligation then 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 \$12,193.86, 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 _____ day of December, 1981.

James D. Horton, Trustee

STATE OF WASHINGTON)

County of Clark

On this day personally appeared before me JAMES D. HORTON, to me known to be the individual described in and who e ecuted 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 9th day of December, 1981.

Rotary Public in and for the State of Washington, residing at Vancouver.

BLAIR, SCHAEFER, HUTCHISON, WYNNE, POTTER, HORTON & JOHNSON Attorneys at Law 1014 Franklin Street Post Office Box 1148 Vancouver, Washington 98666-1148 (206) 693-5883 (503) 285-4103

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