



TRUSTEE'S DEED

~~NOX~~ 81 PAGE 898

SAFECO TITLE INSURANCE COMPANY
2615 FOURTH AVENUE
SEATTLE, WA 98121
P. O. BOX 21987, SEATTLE, WA 98111
TELEPHONE: 206-292-1550

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE:

Name TERRY C. SCHMALZ

Address P.O. BOX 156

City and State SELAH, WA 98942 *Registered*

COUNTY OF SANGRA () SS.
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
Larry A. Schmalzer
Ex 156 Selah Bka
2:45 1-10-23
81
Deed 898

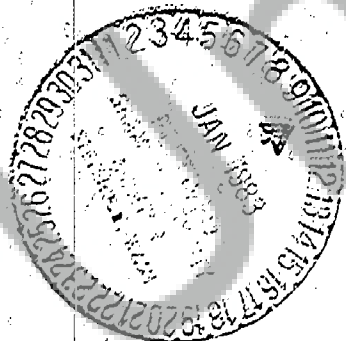
The GRANTOR, TERRY C. SCHMALZ

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: COMMERCE MORTGAGE COMPANY

_____, GRANTEE,

that real property, situated in the County of SKAMANIA, State of Washington, described as follows:

Lot 24, OF CARSON VALLEY PARK, according to the official plat thereof on file and of record at Page 148 of Book A of Plats, records of Skamania County, Washington.



No. _____
TRANSACTION EXCISE TAX

JAN 10 1983

Amount Paid Receipt

Skamania County Treasurer

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 DAVID L. GARNER & TRACY L. GARNER, husband and wife as Grantor, to SAFECO TITLE INSURANCE COMPANY as Trustee, and COMMERCE MORTGAGE COMPANY as Beneficiary, dated October 22, 1979, recorded October 29, 19 79, as No. 89843, in Book/Reel 56, Page/Frame 852, records of Skamania County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note(s) in the sum of \$ 53,500.00 with interest thereon, according to the terms thereof, in favor of COMMERCE 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 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.

5. COMMERCE MORTGAGE COMPANY
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.
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 September 24, 1982, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel 81, Page/Frame 559, as No. 94829.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as FRONT STEPS OF SKAMANIA COUNTY COURTHOUSE, STEVENSON, WASHINGTON, 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 ninety 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 20th December, 1982 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 \$ 52,000.00 (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 this 31st day of December, 1982.

TERRY C. SCHMALZ, SUCCESSOR TRUSTEE

(Trustee)

BY: [Signature]

(Name, Title)

BY: _____

(Name, Title)

STATE OF WASHINGTON

COUNTY OF YAKIMA

ss.

On this day personally appeared before me

TERRY C. SCHMALZ

to me known to be the individual described in and who executed the within and foregoing instru-

ment, 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

31st day of December, 1982.

[Signature]

Notary Public in and for the State of Wash-
ington, residing at Yakima

STATE OF WASHINGTON

COUNTY OF _____

ss.

On this _____ day of _____, 19____,

before me, the undersigned, a Notary Public in and for the State of Wash-
ington, 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 corpora-
tion, 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

Notary Public in and for the State of Washington,
residing at _____