

130041

BOOK 171 PAGE 802

After Recording Return To:

Nathan C. Coltrane
Betty M. Coltrane
231 Panda Road
Washougal, WA 98671

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Nathan & Betty Coltrane*
Dec 18 3 09 PM '97
Olson
AUDITOR
GARY H. OLSON

File No: 7023 20172/Baker, John H. and Kalliopi

Trustee's Deed

The GRANTOR, North Pacific Trustee, Inc., as present Trustee under that Deed of Trust (defined below) in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to Nathan C. Coltrane and Betty M. Coltrane, as GRANTEE, all real property (the property), situated in the County of Skamania, State of Washington, described as follows:

Tax Parcel No.: 02-07-30-01-01-5400-00

Gary H. Martin, Skamania County Assessor

Date 12-18-97 Parcel # 27-50-11-5400

Lot 27, Block 3, Plat of relocated North Bonneville, recorded in Book B of Plats, Page 9, under Skamania County File No. 83466, also recorded in Book B of Plats, Page 25, under Skamania County File No. 84429, in the County of Skamania and State of Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between John H. Baker and Kalliopi Baker, husband and wife, as Grantor, to Skamania County Title Company, as Trustee, and Landmark Mortgage Co., Beneficiary, dated 6/1/94, recorded 6/3/94, under Auditor's/Recorder's No. 119610, records of Skamania County, Washington and subsequently assigned to Norwest Mortgage, Inc. under Skamania County Auditor's/Recorder's No. Book 160, Page 94.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note(s) ("Note") in the sum of \$105,400.00 with interest thereon, according to the terms thereof, in favor of Landmark Mortgage Co. and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The Deed of Trust provides that the Property is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. Norwest Mortgage, Inc., A California Corporation, being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the described property in accordance with law and the terms of the Deed of Trust.
6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 8/26/97, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 129062.
7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Skamania County Courthouse, 240 Vancouver, City of Stevenson, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the 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 90 days before the sale; further, the Grantor caused a

copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action was pending on an 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 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 12/5/97, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$99,876.00 (cash) (by the satisfaction in full of the obligation then secured by the Deed of Trust, together with all fees, costs and expenses as provided by statute).

DATED: December 11, 1997

GRANTOR
North Pacific Trustee, Inc.

By [Signature]
David E. Fennell, Vice President, North Pacific Trustee, Inc.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me David E. Fennell to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal: December 11, 1997

YVONNE M. NAVE
STATE OF WASHINGTON
NOTARY--PUBLIC
MY COMMISSION EXPIRES 5-04-01

[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Bellview, WA
My commission expires: 5-04-01

REAL ESTATE EXCISE TAX

19214

DEC 18 1997

PAID Exempt

[Signature]
SKAMANIA COUNTY TREASURER