

134235

BOOK 186 PAGE 467

FILE FOR RECORD
SKAMANIA CO. WASH
BY *Flower & Andreotti*

FEB 11 2 45 PM '99

Olson
AUDITOR
GARY H. OLSON

Return To: Flower & Andreotti
303 East "D" Street #1
Yakima, WA 98901

Document Title: Trustee's Deed

Grantor: Andreotti, Patrick, Successor Trustee.

Grantee: Santiam Mortgage Corporation

Legal Description: A tract of land in the Southwest quarter of the Northwest quarter of Section 15, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 2 of the Evergreen Park Short Plat, recorded in Book 3 of Short Plats, page 121. Skamania County records.

Assessor's Tax
Parcel Number: 03 09 14 2 0 1100 00

Gary H. Martin, Skamania County Assessor
Date 2/11/99 Parcel # 3-7-14-2-1100

Reference to Prior
Documents: Auditor's File Nos. 128731, 130141, 133426

TRUSTEE'S DEED

The Grantor, PATRICK ANDREOTTI, as present Trustee under that certain Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to SANTIAM MORTGAGE CORPORATION, Grantee, that 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 15, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 2 of the Evergreen Park Short Plat, recorded in Book 3 of Short Plats, page 121, Skamania County records.

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 MICHAEL LEO GOULET as Grantor, to COLUMBIA TITLE COMPANY as Trustee, and SANTIAM MORTGAGE CORPORATION as Beneficiary, dated July 17, 1997, recorded July 23, 1997, as No. 128731, in Book 167, Page 399, records of Skamania County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$63,500.00 with interest thereon, according to the terms thereof, in favor of SANTIAM MORTGAGE CORPORATION 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. SANTIAM MORTGAGE CORPORATION, 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 recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property in Book 172, page 157, as No. 130141, and an "Amended Notice of Trustee's Sale" in Volume 183, Page 357, No. 133426.
7. The Trustee, in the aforesaid "Notice of Trustee's Sale", fixed the place of sale as Skamania County Courthouse, a public place, at 11:00 o'clock A.M. on December 11, 1998, 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 Chap. 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 December 11, 1998, 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 \$83,391.44 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 26 day of January, 1999.

PATRICK ANDREOTTI, Successor Trustee:

By: Patrick Andreotti
PATRICK ANDREOTTI

STATE OF WASHINGTON)

: ss.

County of Yakima)

On this day personally appeared before me PATRICK ANDREOTTI to me known to be the individual described in 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 therein mentioned.

Given under my hand and official seal this 26 day of January, 1999.

Patrick Andreotti
NOTARY PUBLIC for the
State of Washington
My commission expires 01/27/2000

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