

138645

BOOK 200 PAGE 969

CLARK COUNTY TITLE

JUL 21 11 46 AM '00

AMOSER

GARY H. MARTIN

When recorded, mail to:

ADVANTA MORTGAGE  
10790 RANCHO BERNARDO ROAD  
SAN DIEGO, CA 92127  
Loan No. 11634805

REAL ESTATE EXCISE TAX

20955

JUL 21 2000

PAID Exempt

SW

SKAMANIA COUNTY TREASURER

T.S. No. WA-12870

Tax Account No. 01-05-06-1-0-0600-00

CCT-65409

## TRUSTEE'S DEED

The GRANTOR, JOHN W. KLEIN, ATTORNEY AT LAW, 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: BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE, GRANTEE, that real property, situated in the County of SKAMANIA, State of Washington,

described as follows: Gary H. Martin, Skamania County Assessor

Date 7/21/00 Parcel # 1-5-6-1-600

ABBREVIATED LEGAL DESCRIPTION: #600 SECTION 6, TOWNSHIP 1, RANGE 5

Page 3

PLEASE SEE ATTACHED EXHIBIT A-1 FOR COMPLETE LEGAL DESCRIPTION

1. This Conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust dated 8/19/1998, executed by) ROBERT W. GAUDET AND LORNA M. GAUDET, HUSBAND AND WIFE as Grantor, in which C-PAC MORTGAGE, A WASHINGTON CORPORATION was named as Beneficiary, and SKAMANIA COUNTY TITLE COMPANY as Trustee, and filed for record in the office of the SKAMANIA Recorder, State of Washington, on 8/28/1998 in Auditor's File No. 132684 Book 180 Page 798 of Official Records.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of ONE (1) promissory note in the sum of \$220,000.00 with interest thereon, according to the terms thereof in favor of C-PAC MORTGAGE, A WASHINGTON 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. BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE, 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 term 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 041400 recorded in the office of the Recorder of SKAMANIA County, Washington, a "Notice of Trustee's Sale" of said property.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as THE MAIN ENTRANCE TO SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVE., STEVENSON, WA, a public place, at 10:00 AM, 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 32nd and 28th day before the date of sale, and once between the 11th and 7th 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 Chapter 61.24 RCW.
10. The defaults specified in the "Notice of Trustee's Sale" not having been cured prior to the 10th day before the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 7/14/2000, 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 \$180,000.00, (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: July 17, 2000

JOHN W. KLEIN, ATTORNEY AT LAW

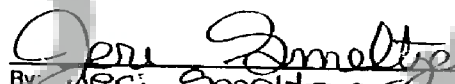


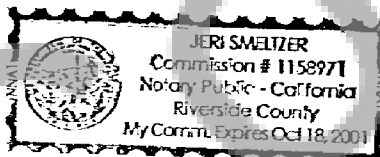
STATE OF California

County of Orange

On July 17, 2000, before me, the undersigned, personally appeared JOHN W. KLEIN, known to me to be the individual that executed the within and foregoing instrument, acknowledged the said instrument to be a free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this day and year.

  
By Jeri Smeltzer  
Notary Public in and for the State of California  
My Commission expires: 10-18-01





BOOK 200 PAGE 971

Exhibit A-1

wa-12870

A tract of land in the North half of the Northeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the center line of the State Highway at the low water mark on the East bank of the Washougal River, which point is South  $89^{\circ}31'$  West 122.77 feet from the Northeast corner of said Section 6; thence South 165.40 feet and West 429.09 feet to the initial point of the tract hereby described and which point is marked by an iron bar; thence Westerly along a curve to the left with a radius of 150 feet bearing South  $07^{\circ}07'$  West 12.96 feet through a central angle of  $04^{\circ}57'07''$ ; thence North  $87^{\circ}$  West 52.39 feet; thence along a curve to the right with a radius of 50 feet bearing North  $03^{\circ}$  East 27.05 feet through a central angle of  $31^{\circ}$ ; thence North  $56^{\circ}$  East 55.05 feet; thence North  $11^{\circ}25'$  East 117.01 feet to the low water line of the Washougal River; thence along said low water line South  $87^{\circ}25'$  East 129 feet; thence  $02^{\circ}34'$  West 152.73 feet to the initial point.

Gary H. Martin, Skamania County Assessor

Date 7/21/64 1-5-C-1-600 Parcel # \_\_\_\_\_