

138811

BOOK 201 PAGE 552

Filed for Record at the Request of:

JEAN M. McCOY
LANDERHOLM LAW FIRM
PO BOX 1086
VANCOUVER WA 98666

REAL ESTATE EXCISE TAX

20987

AUG - 9 2000

PAID Exempt

SKAMANIA COUNTY TREASURER

This Space Reserved for Recording

FILED
Landerholm, Memorich
etal
Aug 10 1 10 PM '00
G. Lowry

GARY H. OLSON

TRUSTEE'S DEED

THE Present Trustee, LANDERHOLM, MEMOVICH, LANSVERK & WHITESIDES, P.S., 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: ZACHARY FRANKS and MARLY STONE, Husband and Wife, GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

Lots 7, 8, 9, 24, 25, and 26, Block 2, TOWN OF STEVENSON, according to the recorded Plat thereof, recorded in Book A of Plats, Page 21, Skamania County Records.

TOGETHER WITH that portion of vacated alley which lies between Lots 7, 8, 9, 24, 25, and 26, in Block 2.

Tax Parcel No. 02 07 01 1 1 6900 00

Gary H. Martin, Skamania County Assessor

Recitals: Date 8/9/00 Parcel # 2-7-1-1-6300

By word
Landerholm, Memorich
etal
G. Lowry

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 THE TIMBERS, L.L.C., as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, and ZACHARY FRANKS and MARLY STONE, Husband and Wife, as Beneficiary, dated October 22, 1997, and recorded October 22, 1997, under Auditor's File No. 129569, Book 170, Page 184, 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 \$380,000.00, with interest thereon, according to the terms thereof, in favor of ZACHARY FRANKS and MARLY STONE, Husband and Wife, and to secure any other sums of money which might become due and payable under

TRUSTEE'S DEED - 1
H:\RE\FORCLOS\EE\FRAZ0101\TRUSTEE.DED

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 make 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. **ZACHARY FRANKS and MARLY STONE, 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.
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 April 21, 2000, recorded in the Office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property under Auditor's File No. 137939, Book 198, Page 540.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the entrance of the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, Washington, a public place, at 11:00 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 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the 35th and 28th days before the sale date and once between the 14th and 7th days before the sale date 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 to or served 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 eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on August 4, 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 the aforementioned Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$400,225.41, by the satisfaction in full of the obligation then

TRUSTEE'S DEED - 2

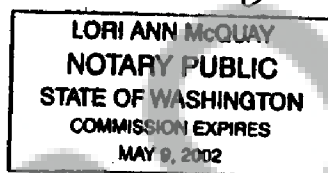
H:\REF\FORECLOS\EEFRAZ0101\TRUSTEE.DED

000030

JEAN M. McCOY, WSBA #21878
On Behalf of Successor Trustee

I certify that I know or have satisfactory evidence that JEAN M. McCOY is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as an attorney for the Successor Trustee, Landerholm, Memovich, Lansverk, & Whitesides, P.S., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 7, 2000



Donna M. May
Notary Public for the State of Washington
Residing in the County of *Clark*
My appointment expires: *5-9-02*