

143032

BOOK 217 PAGE 401

FILED  
SKAMANIA CO. TITLE

Nov 28 1 07 PM '01

GARY L. OLSON

REAL ESTATE EXCISE TAX

When recorded, mail to:

FAIRBANKS CAPITAL CORP. NOV 28 2001  
3815 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115

SKAMANIA COUNTY TREASURER

Loan No. 1573021

Trustee's Sale No: 01-CI-24173

## TRUSTEE'S DEED

THE GRANTOR, REGIONAL TRUSTEE SERVICES CORPORATION, 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: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1998-2 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 1, 1998, GRANTEE, that real property, situated in the County of SKAMANIA, State of WASHINGTON, described as follows:

PARCEL 1: THE EAST ONE-HALF OF LOT 14 AND LOT 15, MALFAIT RIVER FRONT TRACTS, AS RECORDED IN VOLUME "A" OF PLATS, AT PAGE 123, RECORDS OF SKAMANIA COUNTY, WASHINGTON, AS MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO. page 4  
Tax Parcel No: 020531430202

Gary H. Martin, Skamania County Assessor

Date 11/28/01 2-5-31-4-3-202 Parcel #

## 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 dated 11/21/1997, recorded in Volume 171, of Deeds of Trust, page 267 Auditor's/Recorder's No. 129873, records of SKAMANIA County, Washington, from CHESTER A. MCKEAN AND JANET K. MCKEAN, HUSBAND AND WIFE, as Grantor, to SKAMANIA TITLE, as Trustee, in favor of THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1998-2 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 1, 1998 as Beneficiary.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$176,800.00, with interest thereon, according to the terms thereof, in favor of THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1998-2 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 1, 1998 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 the "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. THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1998-2 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 1, 1998, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee 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 on August 23, 2001 recorded in the office of the Auditor/Recorder of SKAMANIA county, a "Notice of Trustee's Sale" of said property under Recording No. 23924.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE, a public place, at 240 VANCOUVER AVE., STEVENSON, WA, 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 on or between the thirty-fifth and twenty-eighth day before the date of sale, and once on or between the fourteenth 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 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 November 26, 2001, 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 \$203,300.54.



DATED: November 26, 2001

REGIONAL TRUSTEE SERVICES CORPORATION  
Trustee

By Deborah Kaufman  
DEBORAH KAUFMAN, SECRETARY  
Address: 720 Seventh Avenue, Suite 400  
Seattle, WA 98104

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On November 26, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DEBORAH KAUFMAN, to me known to be the SECRETARY of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

MARILEE HAKKINEN  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 11-05-03

Marilee Hakkinen  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Bellevue  
My commission expires: 11-6-03

01-CI-24173

EXHIBIT "A"

PARCEL I

The East one-half of Lot 14 and Lot 15, MALPAIT RIVER FRONT TRACTS, as recorded in Volume "A" of Plats, at Page 123, records of Skamania County, Washington.

EXCEPT that portion of said Lot 15, described as follows:

Beginning at the intersection of the East line of said Lot 15, with the Southerly right-of-way line of Malfait Tract Road;

Thence South  $02^{\circ} 31'$  East, along the East line of said Lot 15, a distance of 95.61 feet to the True Point of Beginning;

Thence South  $02^{\circ} 31'$  East, to the Southeast corner of said Lot 15;

Thence Northwesterly along the South line of said Lot 15, to a point which bears South  $06^{\circ} 24'$  West from the True Point of Beginning;

Thence North  $06^{\circ} 24'$  East to the True Point of Beginning.

PARCEL II

That portion of Lot 15, MALPAIT RIVER FRONT TRACTS, as recorded in Volume "A" of Plats at Page 123, records of Skamania County, Washington, described as follows:

Beginning at the intersection of the West line of said Lot 15, with the Southerly right-of-way line of Malfait Tracts Road;

Thence South  $64^{\circ}$  East, along said Southerly right-of-way line a distance of 15.73 feet;

Thence South  $05^{\circ} 24'$  West a distance of 89.17 feet more or less to the Westerly line of said Lot 15;

Thence North  $02^{\circ} 31'$  West along said Westerly line, a distance of 95.61 feet more or less to the True Point of Beginning.