

143033

BOOK 217 PAGE 405

FILED
SKAMANIA COUNTY
CLARK COUNTY TITLE

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

H&L Services, Inc., Trustee
1111 Third Avenue, #3400
Seattle, WA 98101

NOV 28 2 05 PM '01

AMOSER
GARY H. OLSON

TRUSTEE'S DEED

Grantor: H&L Services, Inc.

Grantee: Washington Mutual Bank

Legal Description: LOT(S) 3, OF CHESTER R. NELSON SUBDIV

Assessor's Tax Parcel ID#: 3-8-21-2-1700

Reference # (If applicable):

KIDNER
91850-900258

REAL ESTATE EXCISE TAX

21928

NOV 28 2001

PAID

Exempt

TRUSTEE'S DEED
SKAMANIA COUNTY TREASURER

THE GRANTOR, H&L SERVICES, INC., 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: Washington Mutual Bank, GRANTEE, the real
property, situated in the County of SKAMANIA, State of Washington, described as follows:

LOT 3, CHESTER R. NELSON SUBDIVISION, IN SECTION 21, TOWNSHIP 3
NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, ACCORDING TO
THE OFFICIAL PLAT THEREOF, RECORDED AT PAGE 111 OF BOOK A OF
PLATS, SKAMANIA COUNTY, WASHINGTON.

Gary H. Martin, Skamania County Assessor

RECITALS:

Date 11/28/01 Parcel # 3-8-21-2-1700

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 DAVID LEE KIDNER AND
CYNTHIA A. KIDNER, HUSBAND AND WIFE, as Grantor, to CLARK COUNTY TITLE, A
WASHINGTON CORPORATION, as Trustee and WASHINGTON MUTUAL BANK, as
Beneficiary, dated AUGUST 13, 1997, recorded AUGUST 15, 1997, as No. 128962, 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 \$49,500.00, with interest thereon, according to the
terms thereof, in favor of WASHINGTON MUTUAL BANK, and to secure any other sums of
money which might become due and payable under the terms of said Deed of Trust.

The current beneficiary has assigned its right to receive the Trustee's Deed to the Grantee herein.

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 30 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. Washington Mutual Bank, 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 July 25, 2001 recorded in the office of the Auditor of SKAMANIA County, Washington, a "Notice of Trustee's Sale" of said property as No. 141827, Book 212, page 823.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as SKAMANIA County Courthouse, a public place, on October 26, 2001 at 10:00 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 32nd and 28th day before the 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 ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 10/26/2001, 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 under the

highest bid therefore, the property hereinabove described, for the sum of \$45,000.00 (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 this November 17, 2001.

Saurabh
Saurabh Manoj

Laura Johannesen, Manager
H&L Services, Inc., Trustee

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally Laura Johannesen to me known to be the Manager of H & L SERVICES, INC., 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 she is authorized to execute the said instrument.

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

Henry Jones

Notary Public in and for the State of Washington
Residing at: Seattle

My Commission Expires: 12/9/03

©1991, HIL SERVICES, INC.
ALL RIGHTS RESERVED

