

143400

BOOK 219 PAGE 103

FILED  
SKAMIA CO. WASH  
By Donald & Susan Bernhardt

JAN 9 2 21 PM '02

*Amoser*

J. MICHAEL GARVISON

RECORDING REQUESTED BY:

DONALD J & SUSAN M BERNHARDT REAL ESTATE EXCISE TAX

After recording, return to:

DONALD J & SUSAN M BERNHARDT  
2004 E LYNN  
SEATTLE, WA 98112

21993

JAN - 9 2002

PAID

*Exempt*

*Wagon, Deputy*

SKAMANIA COUNTY TREASURER

Forward Tax Statements to  
Address listed above

Doc ID #00021044862005N

File No.: 2001 - 7025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Trustee's Deed

The GRANTOR, Landsafe Title of Washington, as present Trustee under that Deed of Trust (defined below) in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to DONALD J. BERNHARDT AND SUSAN M. BERNHARDT, as GRANTEE, all real property (the property), situated in the county of Skamania, state of Washington, described as follows:

Tax Parcel No.: 03-10-22-1-4-0900-00

LOT 24 AND THE WEST 1/2 OF LOT 23, SOOTER TRACTS, ACCORDING TO THE PLAT THEREOF  
RECORDED IN BOOK A OF PLATS, PAGE 138, IN THE COUNTY OF SKAMANIA, STATE OF  
WASHINGTON

Gary H. Martin, Skamania County Assessor

Date *2-8-02* Parcel # *03102214090000*

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by the certain Deed of Trust between HOWARD E. SOOTER, A MARRIED MAN AS HIS SEPARATE ESTATE, as Grantor, to KAREN L. GIBSON, P.S., A CALIFORNIA CORPORATION, as Trustee, and AAMES FUNDING CORPORATION, A CALIFORNIA CORPORATION, Beneficiary, dated 06/26/2000 recorded 07/10/2000, under Auditor's/Recorder's No. 138549, records of Skamania County, Washington and subsequently assigned to BANKERS TRUST COMPANY OF CALIFORNIA, AS TRUSTEE ON BEHALF OF VENDEE MORTGAGE TRUST SERIES AAMES MT 2000-1 under Skamania County Auditor's/Recorder's No. 141875.

2. The Deed of Trust was executed to secure together with other undertakings, the payment of one promissory note(s) ("Note") in the sum of \$393,600.00 with interest thereon, according to the terms thereof, in favor of AAMES FUNDING CORPORATION, A CALIFORNIA 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 Deed of Trust provides that the Property is not used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust 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 Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with the law.

5. BANKERS TRUST COMPANY OF CALIFORNIA, AS TRUSTEE ON BEHALF OF VENDEE MORTGAGE TRUST SERIES AAMES MT 2000-1, being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the described property in accordance with the law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 09/28/2001, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 142438.

7. The grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, a public place, at 10:00 o'clock, and in accordance with the 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 Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each County in which the property or any part thereof is situated, 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; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During Foreclosure, no action was pending on an obligation secured by the 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 12/28/2001, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$311,000.00(cash) (by the satisfaction in full of the obligation then secured by the Deed of Trust, together with all fees, costs and expenses as provided by statute).



DATED: January 07, 2002

Landsafe Title of Washington

BY:

BISHAN KAPOGAHA, Assistant Vice President

State of: California  
County of: Ventura

On 1/7/02, before me, Georgia Hernandez, notary public, personally appeared Bishan Kapogaha, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Georgia Hernandez

