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BOOK 222 PAGE 338

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J. MICHAEL GARVISON

RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

REAL ESTATE EXCISE TAX

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

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MAR 2 7 2002

SKAPANIA COUNTY TRASURER TRUSTEE'S DEED

Grantor:

H&L Services, Inc.

Grantee:

Fannie Mae

Legal Description:

PTN LTS 16 & 17 OF SUNSHINE ACRES.

Assessor's Tax Parcel ID#:

01-05-11-1-0-1500-00

Reference # (If applicable):

BISHOP 91850-000168

Scor 23704

TRUSTEE'S DEED

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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: Fannie Mae, GRANTEE, the real property, situated in the County of SKAMANIA, State of Washington, described as follows:

THAT PORTION OF LOTS 16 AND 17 OF SUNSHINE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF. THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID LOT 17; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 69 FEET TO THE INITIAL POINT OF TRACT HEREBY DESCRIBED; THENCE IN A SOUTHWESTERLY DIRECTION FOLLOWING THE NORTHERLY LINES OF THE SAID LOTS 17 AND 16, A DISTANCE OF 100 FEET; THENCE AT A RIGHT ANGLE IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 75 FEET; THENCE AT A RIGHT ANGLE IN A RIGHT ANGLE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 100 FEET; THENCE AT A RIGHT ANGLE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 75 FEET

RECITALS:

Date 3/21/6z Parcel # 1-5-11-1-1500

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 CRAIG H. BISHOP AND LA NONDA M. BISHOP, AS HUSBAND AND WIFE, as Grantor, to CLARK COUNTY TITLE COMPANY, A WASHINGTON CORPORATION, as Trustee and WASHINGTON MUTUAL BANK, as Beneficiary, dated August 25, 1999, recorded September 1, 1999, as No. 136182, 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 \$60,000.00, 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 beneficial interest was assigned to Washington Mutual Bank under recorded under SKAMANIA County Auditor's/Recorder's No. 144166 The current beneficiary has assigned its right to receive the Trustee's Deed to the Grantee herein.
- 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 "Second Amended 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 required 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 December 17, 2001 recorded in the office of the Auditor of SKAMANIA County, Washington, a "Second Amended Notice of Trustee's Sale" of said property as No. 143220, Page 342, Book 214.
- The Trustee, in its aforesaid "Second Amended Notice of Trustee's Sale", fixed the place of sale as SKAMANIA County Courthouse, a public place, on January 18, 2002, at 16:00 o'clock a.m., and in accordance with law, caused copies of the statutory "Second Amended 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 "Second Amended 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

- During foreclosure, no action was pending on an obligation secured by said Deed 8. of Trust.
- All legal requirements and all provisions of said Deed of Trust have been 9. complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
- The defaults specified in the "Second Amended 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 January 25, 2002, the date of sale, which was not less that 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 \$58,541.70 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 March 21, 2002.

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

STATE OF WASHINGTON 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 appeared Laura L. 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.

JEFFREY M. FRAZIER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES **DECEMBER 19, 2003** 

By: Jeffrey M. Frazier

Notary Public in and for the State of Washington

Residing at: Seattle

My Commission Expires: 12-19-03

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