

144108

BOOK 222 PAGE 34

FILED
SKAMANIA COUNTY WASH
BY SKAMANIA CO. REC.AFTER RECORDING RETURN TO:
Stephen Cobb
1418 NW 26th St.
Vancouver, WA 98665

MAR 27 1 00 PM '02

O. Laury
AUDITOR

J. MICHAEL GARVISON

REAL ESTATE EXCISE TAX

22151

MAR 27 2002

PAID

Re: Chase-SD #14332019/Garland

SKAMANIA COUNTY TREASURER

TRUSTEE'S DEED

The GRANTOR, Karen L. Gibbon, P.S., 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: Stephen and Eva Cobb, husband and wife, GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

Parcel I: PORTION OF LOT 20 OF BLOCK ONE OF RIVER GLEN ON THE WASHOUGAL, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 132 BOOK 'A' OF PLATS, RECORDS OF SKAMANIA COUNTY WASHINGTON. Additional legal attached as Exhibit 'A'

Parcel II: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 232, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN. Additional legal attached as Exhibit 'A'.

Tax Parcel No. 02-05-23-3-0-2400-00)

Gary H. Martin, Skamania County Assessor
Date 3/27/02 Parcel # 2-5-23-3-2400

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 James H. Garland and Glenda F. Ratliff Garland, husband and wife Grantors, to First American Title Insurance Company, Trustee, and Chase Manhattan Mortgage Corporation, as Beneficiary, dated November 8, 2000, recorded November 14, 2000, as Auditor's No. 139648, records of Skamania County.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one (1) promissory note in the sum of \$135,920.00 with interest thereon, according to the terms thereof in favor of Chase Manhattan Mortgage 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 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 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. Citibank N.A., as trustee, 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 term 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 October 8, 2001 recorded in the office of the Auditor of Skamania County, Washington a "Notice of Trustee's Sale" of said property, as No. 142546.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as Outside the front entrance of the Skamania County Courthouse, 240 Vancouver Avenue, in the City of Stevenson, a public place, at 10:00 AM, 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 between the 32nd and 28th day before the date of 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.

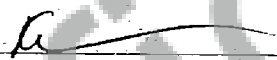
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

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 prior to the 10th day before the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on March 22, 2002, the date of sale, which was not less than 90 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 therefore, the property hereinabove described, for the sum of \$140,001.00.

DATED on March 25, 2002.

KAREN L. GIBBON, P.S., SUCCESSOR TRUSTEE

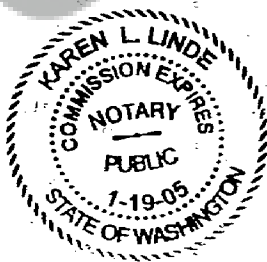

by: Karen L. Gibbon, its president

STATE OF WASHINGTON)

COUNTY OF KING) ss)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KAREN L. GIBBON, to me known to be the President of 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.

Given under my hand and official seal on March 25, 2002.



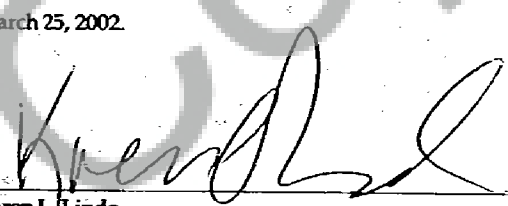

Karen L. Linde
Notary Public in and for the State of Washington
Residing at: Seattle
My commission expires: January 19, 2005

EXHIBIT "A"

PARCEL I

Lot 20 of Block One of River Glen on the Washougal, according to the official plat thereof on file and of record at Page 132 Book "A" of plats, Records of Skamania County Washington.

Except that portion thereof lying Easterly of the following described line:

Beginning at a point on the curve of the Northerly line of the said Lot 20 which is 27.90 feet Westerly, when measured along said curve line, from the Northeast corner of said Lot; thence South $22^{\circ}30'$ West 100 feet; thence South $16^{\circ}58'30"$ East, parallel with the Easterly line of said Lot, 240 feet more or less, to the thread of the Washougal River.

PARCEL II

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of the said Section 23; North 560 feet from the Southwest corner of the said Section 23, said point being the Northwest corner of a tract of land conveyed to Woodrow I. Taylor by deed recorded at Page 204 of Book 57 of Deeds, Records of Skamania County, Washington; thence North along the section line aforesaid 173.63 feet, more or less, to the Southwest corner of Lot 20 of River Glen on the Washougal according to the official plat thereof recorded at Page 132 of Book A of Plats, records of Skamania County Washington; thence following the South line of the said Lot 20 South $89^{\circ}55'25"$ East 114.20 feet, more or less, to the center of the channel of the Washougal River; thence in a Southerly direction following the center of the channel of the Washougal River to a point East of the Point of Beginning; thence West to the Point of Beginning.