

BOOK 224 PAGE 184

May 13 3 53 PM '02

Lowry
AUCTION
J. MICHAEL GARVISON

REAL ESTATE EXCISE TAX

12248

MAY 13 2002

PAID Exempt

SKAMANIA COUNTY TREASURER

OCWEN FEDERAL BANK FSB
12650 INGENUITY DRIVE
ORLANDO, FL 32826

Trustee's Sale No: 01-OC-25366

Loan No. 30067763

THE UNIVERSITY OF CHICAGO PRESS

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: **WELLS FARGO MINNESOTA, N.A.**, GRANTEE, that real property, situated in the County of **SKAMANIA**, State of **WASHINGTON**, described as follows:

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 9 EAST OF THE W.M. IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 1 OF THE SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 275, SKAMANIA COUNTY RECORDS.

Tax Parcel No: 04092700030600. City H. Martin, St. Martin County Assessor

Date 5-13-82 Parcel # 4-9-26-306


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 4/10/1998, recorded in Volume 176 of Deeds of Trust, page 241 Auditor's/Recorder's No. 131343, records of SKAMANIA County, Washington, from RUSSELL KENNEDY, AN UNMARRIED PERSON AND TERESA MCGRAW, AN UNMARRIED PERSON, as Grantor, to SKAMANIA COUNTY TITLE COMPANY, as Trustee, in favor of SOUTHERN PACIFIC FUNDING CORPORATION, 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 \$99,000.00, with interest thereon, according to the terms thereof, in favor of SOUTHERN PACIFIC FUNDING 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 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. WELLS FARGO MINNESOTA, N.A., 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 October 5, 2001 recorded in the office of the Auditor/Recorder of SKAMANIA county, a "Notice of Trustee's Sale" of said property under Recording No. 142540.
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 May 3, 2002, 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 \$115,162.86.

DATED: May 03, 2002

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee


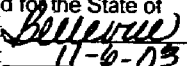
By 
CHRIS REBHURN, CHIEF EXECUTIVE OFFICER
Address: 720 Seventh Avenue, Suite 400
Seattle, WA 98104

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On May 03, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRIS REBHURN, to me known to be the CHIEF EXECUTIVE OFFICER 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 11-03-03


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