

149014

BOOK 243 PAGE 853

After Recording Return To:

The Provident Bank
309 Vine Street, MS 173D
Cincinnati, OH 45202

REAL ESTATE EXCISE TAX

23047

JUN 10 2003

PAID

Exempt
by deputy

SKAMANIA COUNTY TREASURER

File No.: 7250 20731-Cummings, Larry E. and Kelly R.
0003094661

Trustee's Deed

The GRANTOR, Northwest Trustee Services, PLLC, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to The Provident Bank, as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

Tax Parcel No.: 03-05-20-2-0-0401-00

Gary H. Martin, Skamania County Assessor
Date *6/10/03* Parcel # *3-8-20-2-401*

A Tract of Land in the East half of the Northeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 2 of the Estey Short Plat, recorded in Book 3 of Short Plats, Page 193, Skamania County Records.

RECITALS

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Larry E. Cummings and Kelly R. Cummings, husband and wife, as Grantor, to Skamania County Title, as Trustee, and The Provident Bank, d.b.a. The Provident Bank, Inc., an Ohio corporation, Beneficiary, dated 06/04/97, recorded 06/12/97, under Auditor's Recorder's No. 128375, records of Skamania County, Washington.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$140,000.00 with interest thereon, according to the terms thereof, in favor of The Provident Bank, d.b.a. The Provident Bank, Inc., an Ohio 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 provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is 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 law.
5. The Provident Bank, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with 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 02/24/03, 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. Book 237, Page 656.

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, City of Stevenson, State of Washington a public place, at 10:00 o'clock a.m., 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-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the 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 by the Beneficiary, its successors or assigns 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 05/30/03, 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 \$124,900.00 (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).

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, The Provident Bank understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to The Provident Bank concerning the Property and that the trustee owed no duty to make disclosures to The Provident Bank concerning the Property. The Provident Bank, relying solely upon his/her own due diligence investigation before electing to bid for the Property.

DATED: June 6, 2003

GRANTOR
Northwest Trustee Services, PLLC*

By [Signature]
Associate Manager
* Northwest Trustee Services, PLLC was formerly known as Northwest Trustee Services, LLC

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeff Shuman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Manager of Northwest Trustee Services, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 6, 2003

DOLORES L. SAN NICOLAS
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 2-16-05

[Signature]
Dolores L. San Nicolas
NOTARY PUBLIC in and for the State of
Washington, residing at Kent
My commission expires 02/16/05