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BOOK 251 PAGE 774

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SKAMANIA CO. WASH
BY **SKAMANIA CO. CLERK**

After Recording Return To:
Vonnie Nave
Northwest Trustee Services, PLLC
P.O. Box 4143
Bellevue, WA 98009-4143

Oct 6 3 49 PM '03
D. Jermann
AUDITOR
J. MICHAEL GARWISON

REAL ESTATE EXCISE TAX

23345

OCT - 6 2003

PAID Wempt

Ca. 10/1/03
SKAMANIA COUNTY TREASURER

Exp. record
Added in
Filed
Printed
Date

File No.: 7023.26827/Smith, Ma
7887796

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 Federal Home Loan Mortgage Corporation, as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

Tax Parcel No.: 03-08-17-3-0-0300-00
Gary H. Martin, Skamania County Assessor
Date 10/1/03 Parcel # 3-2-17-3-0-00

A Tract of land in the Southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows: Beginning at a point 20 rods East of the Northwest corner of the Southwest quarter of the said Section 17; thence East 20 rods; thence South 40 rods; thence West 20 rods; thence North 40 rods to the point of beginning. Except that portion thereof conveyed to Monroe R. Lueders and Gladys M. Lueders, husband and wife, by Deed dated January 3, 1972 and recorded at Page 689, Book 63 of Deeds, records of Skamania County, Washington. Also except that portion thereof sold on contract to Roy E. Mefford and Arlene M. Mefford, husband and wife, by contract dated November 18, 1973, recorded at Page 932, Book 65 of Deeds, records of Skamania County, Washington. Also except a parcel of land in the Southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of the said Southwest quarter of the said Section 17; thence North 89 degrees 59' 45" East along the North line of said Southwest quarter 1,320.00 feet; thence South 00 degrees 10' 34" West parallel with the West line of said Southwest quarter 235.58 feet to the initial point of the tract hereby described; thence South 00 degrees 10' 37" West 104 feet; thence North 89 degrees 59' 24" East 135 feet; thence North 00 degrees 10' 37" East parallel with the West line of said Southwest quarter 104 feet; thence South 89 degrees 59' 45" West 135 feet to the initial point.

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 Marcus J. Smith and Lynette A. Smith, husband and wife, as Grantor, to Skamania County Title Company, as Trustee, and Norwest Mortgage, Inc. nka Wells Fargo Home Mortgage, Inc., Beneficiary, dated 09/01/99, recorded 09/16/99, under Auditor's/Recorder's No. 136294, 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 \$195,500.00 with interest thereon, according to the terms thereof, in favor of Norwest Mortgage, Inc. nka Wells Fargo Home Mortgage, Inc. 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. Wells Fargo Home Mortgage, Inc., 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 06/23/03, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of the Property under Book 244, Page 644.

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 09/26/03, 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 \$140,000.00 (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).

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

DATED: October 3, 2003

GRANTOR
Northwest Trustee Services, PLLC*

By [Signature]

Authorized Signature

Northwest Trustee Services, PLLC was formerly known as Northwest Trustee Services, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JEFF STENMAN 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 / Assistant Vice President 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: 10/2/03
JOHNS BOUFFLEUR
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-05

Juill Bayger
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires 2-23-05