WHEN RECORDED MAIL TO:

NATIONAL CITY MORTGAGE CREAL ESTATE EXCISE TAX

3232 NEWMARK DRIVE MIAMISBURG OH 45342 23657

FEB 2 3 2004

(UX DILL OT

THIS LINE FOR RECORDER'S USE_

Doc # 2004152058

Date: 02/23/2004 12:58P Filed by: SKAMANIA COUNTY TITLE Filed & Recorded in Official Records

Page 1 of 4

AUDITOR Fee: \$22.00

of SKAMANIA COUNTY

J. MICHAEL GARVISON

Loan No. 1600650

T.S. No. 1058939-06 03-08-27-4-0-0700-00 Parcel No.

TRUSTEE'S DEED

The Grantor, CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON, 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: NATIONAL CITY MORTGAGE CO.

that real property, situated in the County of SKAMANIA, State of Washington, described as follows:

JOS. ROBBINS D.L.C. SEC 27 T3N R8E; MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT A.

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 between DALE E. JACO AND CHERYL E. JACO, HUSBAND AND WIFE

as grantor to SKAMANIA COUNTY TITLE, as trustee and NATIONAL CITY MORTGAGE CO. DBA COMMONWEALTH UNITED MORTGAGE COMPANY, as Beneficiary, dated September 19, 2002, recorded September 25, 2002, as No. 146031 in Book/Reel 229, Page/Frame 824, records of SKAMANIA County, Washington.

2. Said Trust was executed to secure, together with other undertaking the payment of one promissory note in the sum of \$152,605.00 with interest thereon, according to the terms thereof, in favor of NATIONAL CITY MORTGAGE CO. DBA COMMONWEALTH UNITED MORTGAGE COMPANY

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 is not used principally for agricultural or farming purposes.

Gary H. Martin, Skamania County Assessor

Date 2-23-04 Parcel # 3-8-27-4-70 TDUSWA.DOC

Page 1 of 3

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00C # 200415205; Page 2 of 4

TRUSTEE'S DEED, Con't

Loan No: 1600650 T.S. No: 1058939-06

- 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 make 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. NATIONAL CITY MORTGAGE CO. 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 premises.
- 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 November 05, 2003, recorded in the office of the Auditor of SKAMANIA County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel 253, Page/Frame 840, as No.XX.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale AT THE COUNTY COURTHOUSE, 240 NW VANCOUVER AVENUE , HOME VALLEY, WASHINGTON, a public place, 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 at least 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once a week during the four weeks preceding the time of sale in a legal newspaper in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted to or served 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 February 13, 2004, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee than and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described for the sum of \$165,106.53 (cash) (by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute).

TDUSWA.doc Rev. 1-15-2004 Page 2 of 3

TRUSTEE'S DEED, Con't

Loan No: 1600650 T.S. No: 1058939-06

Dated:

February 13, 2004

CAL-WESTERN RECONVEYANCE CORPORATION OF

WASHINGTON

Karre-Anne Hall,

STATE OF

COUNTY OF

On 02-13-0 before n a Notary Public in and for said state personally karre-Anne Hall, A.V.P. before me, the undersigned,

personally

known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Christine Hoy

(this area for official Notary Seal)

CHRISTINE HOY COMM. # 1361398
NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY
My Comm. Exp. June 17, 2006

DOC # 2004152058 Page 3 of 4

EXHIBIT "A"

PARCEL I

A tract of land in the Jos. Robbins D.L.C. in Section 27, Township 3 North, Range 8 East, in the Willamette Meridian, described as follows:

Beginning at a point marked by an iron pipe 660 feet East and 682 feet North of the intersection of the South line of the said Section 27 with the West line of the said Jos. Robbins D.L.C.; thence East 169.4 feet; thence North 03°23' East 85.5 feet; thence West 61.4 feet to the center of a certain unnamed creek; thence in a Northwesterly direction along the center of said creek to a point 60 feet North, and perpendicular to the Westerly extension of the last described course; thence West 93 feet, more or less, to the Easterly line of the county road known as the Berge Road; thence Southwesterly along the Easterly line of said road to a point due West of the point of beginning; thence East to the point of beginning.

EXCEPT that portion Conveyed to Skamania County by Deed recorded in Book 79, Page 145 and in Book 80, Page 453.

PARCEL II

Beginning at the intersection of the West line of the Jos. Robbins D.L.C. with the South line of Section 27, Township 3 North, Range 8 East, in the Willamette Meridian, thence North along the West boundary of the said Jos. Robbins D.L.C. 20 chains, thence East and parallel to the South line of the said Section 27 a distance of 10 chains, thence South and parallel to the West line of the said Jos. Robbins D.L.C. a distance of 474 feet to the initial point of the tract of land hereby described; thence South 264 feet; thence West 186 feet, more or less, to intersection with the Southeasterly line of the county road known and designated as the Berge Road; thence Northeasterly along the said Berge Road to the point of beginning.

EXCEPT that portion Conveyed to Skamania County by Deed recorded in Book 79, Page 145 and in Book 80, Page 453.