WHEN RECORDED RETURN TO:

Michelle M. Bertolino Farleigh Wada & Witt .PC 121 SW Morrison, Suite 600 Portland, OR 97204 Doc # 2004152083
Page 1 of 4
Date: 02/24/2004 04:14P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.08

TRUSTEE'S DEED

REAL ESTATE EXCISE TAX

23663

PEB 2 4 2004 QX 6mpt

Grantor:

Michelle M. Bertolino

Grantee:

Clark County School Employees Credit Union

Legal Description:

SE 1/4 of the SE 1/4 of S36, T3N, R7E

SKAMANIA COUNTY TREASURER

Assessor's Property Tax Parcel or Account No.:

03-07-36-4-4-0500-00

2/24/04

(CKI) (IL

The Grantor, Michelle M. Bertolino, 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:

Clark County School Employees Credit Union, Grantee, that real property, situated in the County of Skamania, State of Washington, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

RECITALS:

- The conveyance is made pursuant to the powers, including the power of sale, conferred upon said Successor Trustee by that certain Deed of Trust between James P. Hurley and Linda L. Storer-Hurley, Husband and Wife, as Grantor, to Ticor Title Insurance Company as Trustee, and Clark County School Employees Credit Union, as Beneficiary, dated February 10, 1998, and recorded February 18, 1998, under Auditor's File 130541, of the Records of Skamania County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$199,950.00, with interest

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thereon, according to the terms thereof, in favor of Clark County School Employees Credit Union 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 agriculture 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 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. Clark County School Employees Credit Union, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Successor Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.
- 6. The defaults specified in the "Notice of Default" not having been cured, the Successor Trustee, in compliance with the terms of said Deed of Trust, executed and on November 7, 2003, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's Recording No. 151065, Book 253, Page 896.
- The Successor Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale at the Skamania County Courthouse, Stevenson, Washington, a public place, on February 20, 2004, at 11:00 a.m., 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 90 days before the sale; further, the Successor Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale; 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 T克莱曼克曼 compiled with, as to acts to be performed and notices to be given, as provided in 高柏斯曼教育 RCW.

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Oregon

DATED: February 20, 2004.

hereinabove described, for the sum of \$212,395.11.

Michelle M. Bertolino, Successor Trustee

The defaults specified in the "Notice of Trustee's Sale" not having been

STATE OF OREGON) ss.
County of Multnomah)

On this day personally appeared before me, Michelle M. Bertolino, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she/he signed the same as her/his voluntary act and deed, for the uses and purposes therein mentioned.

cured eleven days prior to the postponed date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on February 20, 2004, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Successor Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property

GIVEN under my hand and official seal this day of February, 2004.

OFFICIAL SEAL
SUSAN MC GONEGAL
NOTARY PUBLIC-OREGON
COMMISSION NO. 372501
MY COMMISSION EXPIRES SEPTEMBER 30, 2007

Notary Public in and for the State of Oregon

Residing at: VOLT CAUSE
My Commission Expires: 93020

EXHIBIT A

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 36, township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of Lot 'A' of Block 2 of the FIRST ADDITION TO MELDAN ACRE TRACTS, according to the Plat thereof, recorded in Book 'A' of Plats, Page 93; thence North 25°56' West 200 feet; thence South 64°04' West 140 feet; thence South 25°56' East 200 feet to the Northerly Line of said addition; thence North 64°04' East along said North line 140 feet to the point of beginning.

