

Trustee's Deed
Page 1

Doc # 2004152139
Page 1 of 3
Date: 03/01/2004 03:21P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$21.00

REAL ESTATE EXCISE TAX

AFTER RECORDING RETURN TO:
Washington Mutual Bank
c/o Northwest Trustee Services, PLLC
3535 Factoria Blvd SE, Suite 200
Bellevue, WA 98009

23674
MAR 01 2004
PAID exempt
Vickie Clelland, Esq.

SKAMANIA COUNTY TREASURER

Property Address: 61 Hilltop Rd., Washougal, WA 98671

Lender Loan No 12857082

TRUSTEE'S DEED

THE GRANTOR, BISHOP, LYNCH & WHITE, P.S., as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payments, recited below, hereby grants and conveys without warranty, to Washington Mutual Bank GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON. EXCEPT THE WEST 920.00 FEET. ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN A STRIP OF LAND 300 FEET IN WIDTH ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATIONS FOR TRANSMISSION LINES, RECORDED IN BOOK 27, PAGE 319, TOGETHER WITH AN EASEMENT FOR ACCESS RECORDED IN BOOK 164, PAGE 96. RECORDS OF SKAMANIA COUNTY, WASHINGTON; TOGETHER WITH THE AFFIXED MANUFACTURED HOME, TITLE ELIMINATION RECORDED JANUARY 16, 1998, RECORDING NUMBER 13026

RECITALS:

- 2-5-27-700
1-3-04
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 Joseph D. Short and Renee N. Short, husband and wife, as Grantor, to Clark County Title Co., a Washington Corp., as Trustee, and Washington Mutual Bank, as Beneficiary, dated May 11, 1998, recorded May 19, 1998, as No. 131620, records of Skamania County, Washington.
 2. Said Deed of Trust was executed to secure, together with other undertakings, the payments of a promissory note according to the terms thereof, in favor of Washington Mutual Bank 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 "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. Washington Mutual Bank, FA, 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 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 Trustee, in compliance with the terms of said Deed of Trust, executed and on August 12, 2003, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property, as No. 149805.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as at the front entrance of the Skamania County Courthouse located at 240 Vancouver Avenue in the City of Stevenson, a public place on November 14, 2003 at 10:00 o'clock 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 ninety days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once 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 default 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 November 14, 2003, the date of sale, which was not less than 190 days before the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the

highest bidder therefore, the property hereinabove described, for the sum of \$113,665.08 (cash).

DATED: November 24, 2003.

Bishop, Lynch & White, P.S.

By:

David Powell
Assistant Secretary

State of Washington)
) ss.
County of King)

On this 24th day of November, 2003, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Powell, to me known to be Assistant Secretary of Bishop, Lynch & White, P.S. 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 states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Melissa Grospe Tervet

Melissa Grospe Tervet
Notary Public in and for the State of
Washington, residing at King Co.
My Commission expires: 1-16-06.

