Doc # 2004152778
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Date: 04/29/2004 01:58P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

American Foreclosure Services Inc 7525 SE  $24^{\text{TH}}$  St., #310 REAL ESTATE EXCISE TAX Mercer Island WA 98040 23834

APR 2 9 2004

PAID exempt

SKAMANIA COUNTY CREAT THE Skamania County Assessor

Date 04-29-04 Parcel # 03-69-14-20-1100-00

SCT 26066

TRUSTEE'S DEED

The Grantor, American Foreclosure Services, Inc., as the 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 Grantee, Key Bank National Association, that certain real property situated in the County of Skamania, State of Washington, described as follows:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE EVERGREEN PARK SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 121, SKAMANIA COUNTY RECORDS. 03-09-14-2-0-1100

1. This conveyance is made pursuant to the power, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Santiam Mortgage Corporation, as grantor, to Skamania County Title Company, as Trustee and Key Bank National Association, as beneficiary, dated May 17, 1999, recorded May 19, 1999 under Skamania County Auditor's Number 135206 in 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 in the sum of \$56,456.50 together with interest thereon according to the terms thereof, in favor of Key Bank National Association 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 obligation 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, made operative the power of sale, the 30 days advance notice of default was transmitted to the Grantor and/or his successors in interest and a copy of said notice was posted or served in accordance with law.
- 5. Key Bank National Association being then the holder of the indebtedness secured by said Deed of Trust, requested said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.
- 6. The default 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 January 12, 2004, recorded in the office of the Auditor of Skamania County, Washington, a Notice of Trustee's Sale, for said property under Skamania County Auditor's No. 151664.
- 7. The Trustee, in his aforesaid Notice of Trustee's Sale, set the place of sale outside the front entrance of the Skamania County Courthouse, 240 Vancouver, in the city of Stevenson, County of Skamania, Washington, a public place at 9:00 A.M. on April 23, 2004 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 caused said Notice to be posted or

served prior to 90 days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published once between the 32nd and 28th day of sale, and once between the 11th and 7th 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 each notice, which was transmitted 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.

- During the foreclosure no action commenced by the 8. Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of the obligation in any Court by the reason of the Grantor's default on the obligation secured by the Deed of Trust.
- All legal requirements and all provisions of said Deed of Trust have been complied with as to acts performed and notices to be given, as provided in Chapter 61.24 of the Revised Code of Washington.
- The default specified in the Notice of Trustee's Sale not having been cured 10 days prior to the date of the Trustee's Sale, and said obligation secured by said Deed of Trust remaining unpaid, on April 23, 2004, the date of sale, which was not less than 190 days from the date of default on the obligation secured, the undersigned Trustee, then and there sold at public auction to said Grantee, the highest bidder thereof, the property hereinabove described for the sum of \$45,000.00, by the satisfaction in full of the obligation secured by said Deed of Trust, together with all fees, costs and expenses provided by statute.

\_ 26 day of April, 2004. DATED THIS

AMERICAN FORECLOSURE SERVICES, INC.

By: William G. Suttell, President,

Successor Trustee

STATE OF WASHINGTON

\_, 2004, before me, day of the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William G. Suttell, to me known to be the President of 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 stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

STATE OF WASHINGTON

NOTARY -- - -- PUBLIC

MICHELLE BEATTY Notary Public in and for the State of Washington, residing at Gig Harbor

Name Printed: Michelle Beatty

My commission expires: 03/19/07

MY COMMISSION EXPIRES 03-19-07