

After Recording Return To:  
Washington Mutual Bank  
Mailstop SSC0365  
P.O. Box 91006  
Seattle, WA 98111

**REAL ESTATE EXCISE TAX**

*24305*

OCT 04 2004

PAID

*Exempt*  
*by deputy*  
SKAMANIA COUNTY TREASURER

Doc # 2004154678

Page 1 of 2

Date: 10/04/2004 03:12P

Filed by: SKAMANIA COUNTY TITLE

Filed & Recorded in Official Records

of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$20.00

*SSC 20559*  
File No.: 7066.20534/Nail, William R. and Mantini-Stelter, Sherry A.  
8735599

**Trustee's Deed**

The GRANTOR, Northwest Trustee Services, Inc., 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 Washington Mutual Bank, as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

Tax Parcel No.: 03-08-08-3-0-0300-00

A tract of land located in the Northwest Quarter of the Southwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as follows: Beginning at the intersection of the North line of Government Lot 4 of said Section 8 with the Easterly Right of Way line of the Wind River Highway as presently located and established; thence North 40 degrees 2 1/2' West 17 feet along said Easterly Right of Way line; thence North 36 degrees 15' East 123 feet; thence North 53 degrees 17' East 128 feet, more or less, to intersection with the Southwesterly line of a tract of land conveyed to Ernest J. Nail by Deed dated September 29, 1956, and recorded at Page 311 of Book 42 of Deeds, records of Skamania County, Washington; thence South 42 degrees 38' East 270 feet, more or less, to intersection with the North line of the said Government Lot 4; thence North 88 degrees 20' West 346 feet, more or less, along the North line of the said Government Lot 4 to the Point of Beginning. The property includes a 1976 14x70 mobile home, Model 1976 Govtr, Serial Number G670142BG220510. The mobile home shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary.

**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 William R. Nail, and Sherry A. Mantini-Stelter, both unmarried individuals, as Grantor, to Skamania County Title, a Washington corporation, as Trustee, and Washington Mutual Bank, a Washington corporation, Beneficiary, dated 01/27/97, recorded 01/29/97, under Auditor's/Recorder's No. 127217, 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 \$54,000.00 with interest thereon, according to the terms thereof, in favor of Washington Mutual Bank, a Washington corporation 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. Washington Mutual Bank, 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.

Gary H. Martin, Skamania County Assessor

*GHM*

Date 10-4-04 Parcel # 3-8-8-3-300

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 03/05/04, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 2004152188.

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 09/24/04, 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 \$80,642.93 (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: September 30, 2004

GRANTOR  
Northwest Trustee Services, Inc.

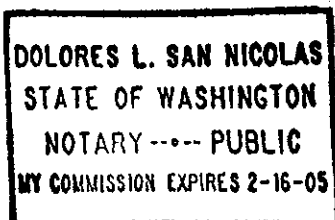
By [Signature]  
Assistant Vice President

Northwest Trustee Services, Inc. is successor by merger to Northwest Trustee Services, PLLC (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 Sanman 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 Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 30, 2004



[Signature]  
Dolores L. SanNicolas  
NOTARY PUBLIC in and for the State of  
Washington, residing at Kent  
My commission expires 02/16/05