

REAL ESTATE EXCISE TAX

24534
DEC 22 2004

PAID

EX-empt
by deputy
SKAMANIA COUNTY TREASURER

Filed for record at request of:
Anthony H. Connors
Attorney at Law
P.O. Box 1116
White Salmon, WA 98672

TRUSTEE'S DEED

The **Grantor**, ANTHONY H. CONNORS, Attorney at Law, 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 **Grantee**, FRED NEWMAN LOGGING, INC., a Washington corporation, that real property, situated in the County of Skamania, State of Washington, described as follows:

Lot 15 of the RUSSELL'S MEADOWS SUBDIVISION, according to the recorded plat thereof, recorded in Book B of Plats, Page 102, in the County of Skamania, State of Washington; TOGETHER WITH an undivided 1/31st interest in and to the Retention Road Lots 2 and 3 of the RUSSELL'S MEADOWS SUBDIVISION.
Skamania County Tax Parcel No. 03-08-17-2-3-0415/00.

RECITALS:

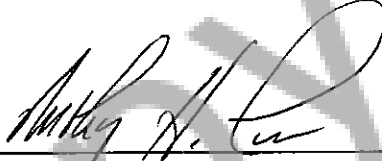
Gary H. Martin, Skamania County Assessor

Date 12-22-04 Parcel # 03-08-17-2-3-0415-00

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 KEVIN GERDE, a single person and LONELLE SELLARDS, a single person, as Grantors, to ANTHONY H. CONNORS, Attorney at Law, as Successor Trustee, and FRED NEWMAN LOGGING, INC., as Beneficiary, dated April 23, 2003, recorded April 23, 2003, as Auditor's File No. 148455, in Book 241, Page 73, 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 Twenty-Six Thousand Five Hundred Dollars and No Cents (\$26,500.00) with interest thereon, according to the terms thereof, in favor of Fred Newman Logging, Inc., Beneficiary, 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 Grantors, or their successors in interest, and a copy of said Notice was posted or served in accordance with law.
5. Fred Newman Logging, Inc., 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 the 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 16, 2004, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. 2004154071.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as the Skamania County Courthouse, 240 NW Vancouver Avenue, Stevenson, Washington, a public place, 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.
8. Said sale was continued as set out in its "Amended Notice of Trustee's Sale", recorded November 3, 2004, Auditor's File No. 2004155063 and fixed the place of sale as the Skamania County Courthouse, 240 NW Vancouver Avenue, Stevenson, Washington, a public place, at 10:00 o'clock a.m.; and in accordance with law, caused a copy of said "Amended 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; in a legal newspaper in each county in which the property or any part thereof is situated, and further, included with this amended Notice, which was transmitted or served to or upon the Grantor or her successor in interest, an "Amended Notice of Foreclosure" in substantially the statutory form.
9. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
10. 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 61.25 RCW.
11. The defaults specified in the "Amended 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 December 10, 2004, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$30,490.21, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expense as provided by statute.

DATED this 16th day of DECEMBER, 2004.

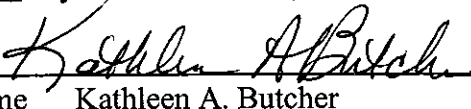

 ANTHONY H. CONNORS
 Attorney at Law, Trustee

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me ANTHONY H. CONNORS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of DECEMBER, 2004.




 Name Kathleen A. Butcher
 Notary public in and for the State of
 Washington, residing at Cooks, WA
 Commission expires 01/07/05