

After Recording Return To:
Coltrane Investments, Inc.
PO Box 265
Washougal, WA 98671

REAL ESTATE EXCISE TAX

27283
OCT 10 2007

PAID

EXEMPT

Audrey F. Garvis
SKAMANIA COUNTY TREASURER

Doc # 2007167922
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Date: 10/9/2007 03:53P
Filed by: COLTRANE INVESTMENTS INC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$42.00

File No.: 7236.21044/Colberg, Gary
0010828507

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 Coltrane Investments, Inc., as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

6.5.
Tax Parcel No.: 01050610090200

Abbreviated Legal: Sec. 6, T1, R5

PARCEL NO. 1: A tract of land located in the North half of the Northeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows: BEGINNING at the Southwest corner of a tract of land conveyed to Eldon D. Heller and Roger Malfalt and their respective wives by deed dated April 12, 1968, and recorded at page 15, of Book 59, records of Skamania County, Washington; thence South 87 degrees 26' East along the South line of said tract 180 feet to the initial point of the tract hereby described; thence South 87 degrees 26' East along said South line, 90 feet; thence North, 270 feet, more or less, to intersection with the Southerly line of a tract of land conveyed to the State of Washington, the Department of Game, by deed dated January 10, 1969 and recorded at page 123, of Book 60 of deeds, records of Skamania County, Washington; thence following the Southerly line of said tract in a Westerly direction to the Southwest corner thereof; thence Westerly along the Southerly line of a tract of land conveyed to Percy E. Shoemaker and wife by deed dated June 3, 1969 and recorded at page 474 of Book 60 of deeds, records of Skamania County, Washington, to a point North of the initial point; thence South to the initial point; EXCEPT the Northerly 60 feet and the South 10 feet of the above described tract of land reserved for road purposes.

PARCEL NO. 2- BEGINNING at the Southeast corner of Parcel No. 1 aforesaid; thence North 30 feet; thence South 87 degrees 26' East, 180 feet, more or less, to intersection with the Westerly line of a strip of land 30 feet in width as more particularly described in deed dated April 12, 1968 and recorded at page 15 of Book 59 of Deeds, records of Skamania County, Washington; thence South 2 degrees 34' West 30 feet, more or less, to a point South 87 degrees 26' East from the Point of Beginning; thence North 87 degrees 26' West, 180 feet, more or less, to the Point of Beginning

RECITALS:

Skamania County Assessor
Date 10/9/07 Parcel# 1-5-6-1-902

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 Gary Colberg, a single man, as Grantor, to Washington Administrative Services, Inc., as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for Suntrust Mortgage, Inc., Beneficiary, dated 10/13/05, recorded 10/20/05, under Auditor's/Recorder's No. 2005159167, records of Skamania County, Washington and subsequently assigned to under Skamania County Auditor's/Recorder's No. .

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 \$171,200.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Suntrust Mortgage, Inc. 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. Mortgage Electronic Registration Systems, Inc., 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.

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 06/28/07, 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. 2007166688.

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 09/28/07, 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 \$147,408.00 cash.

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: October 1, 2007

GRANTOR
Northwest Trustee Services, Inc.

By



Assistant Vice President

Northwest Trustee Services, Inc. is successor by merger to Northwest Trustee Services, PLLC (formerly known as Northwest Trustee Services, LLC)

MC # 2007167922
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STATE OF WASHINGTON)

COUNTY OF KING)

) ss.

Jeff Stenman

I certify that I know or have satisfactory evidence that _____ 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: 10-1-07

JULIE BOUFFLEUR

STATE OF WASHINGTON

NOTARY — • — PUBLIC

MY COMMISSION EXPIRES 02-23-09

Julie Bouffleur
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires 2/23/09

Unofficial Copy