AFN #2009171869 Recorded 01/15/09 at 11:15 AM DocType: DEED Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 3 Auditor J. Michael Garvison Skamania County, wa

After Recording Return To: Post Sale Dept. Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

REAL ESTATE EXCISE TAX

JAN 1 5 2009

Chellablas

JO581

File No.: 7680.20074/Cam Development

## 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 Sterling Savings Bank, as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

t 200b 163808

Tax Parcel No.: 02-07-29-1-2-0207-00, 02-07-29-1-2-0226-00 & 02-07-29-1-2-0228-00

Abbreviated Legal: PARCEL I: LOT 7 & PTN OF LOTS 6 & 8 HAMILTON ISLAND PUD PARCEL II: LOT 9 & PTN LOT 8 HAMILTON ISLAND PUD PARCEL III: LOT 26 & PTN OF LOT 27, HAMILTON ISLAND PUD

Skamania County Assessor

Parcel I

Daie 1-15-09 Parcelt 2-7-29-1-2-207 2-7-29-1-2-2-24

All of Lot 7 and a portion of Lots 6 and 8 of Hamilton Island PUD, according to the recorded plat thereof

recorded in Auditor File No. 2006161510, in the County of Skamania, State of Washington, describes as follows: Beginning at the Northeast corner of said Lot 7; thence North 06 degrees 40'28" West 8 feet; thence South 83 degrees 19'32" West 81.31 feet to the East line of Island Way which is also the West line of Lot 8; thence Southeasterly along said West line of Lot 8 to the Northwest Corner of Lot 7; thence continuing along said West line to the Southwest corner of Lot 7; thence South 04 degrees 26'15" East 7.01 feet; thence North 83 degrees 19'32" East 81.42 feet to the East line of said Lot 6; thence North 06 degrees 40'28" West along said East line 7 feet to the Southeast corner of Lot 7; thence continuing North 06 degrees 40'28" West 27 feet to the point of beginning.

Parcel II

Lot 26 of the Hamilton Island PUD, according to the recorded plat thereof recorded in Auditor's File No. 2006161510, in the County of Skamania, State of Washington. Together with a portion of Lot 27 of Hamilton Island PUD, recorded in Auditor's File No. 2006161510, in the County of Skamania, State of Washington describes as follows: Beginning at the Southeast corner of said Lot 26, which is also the Southwest corner of Lot 27; thence Easterly along said South line, 11 feet, more or less to the Southwest corner of a tract of land conveyed to CAM Development by instrument recorded in Auditor File No. 2006161510, thence North 02 degrees 44'24" East along said West line 63.53 feet to the North line of Lot 27; thence Northwesterly along said North line 11.36 feet more or less to the Northeast corner of said Lot 26, which is also the Northwest corner of Lot 26, a distance of 72.51 feet to the point of beginning.

Parcel III

Lot 28 of the Hamilton Island PUD, according to the recorded plat thereof recorded in Auditor's File No. 2006161510, in the County of Skamania, State of Washington.

Together with a portion of Lot 27 of Hamilton Island PUD, recorded in Auditor's File No. 006161510, in the County of Skamania, State of Washington describes as follows: Beginning at the Southwest Corner of said Lot 28, which is also the Southeast Corner of said Lot 27; thence Westerly along the South line of said Lot 27, a distance of 11 feet;

AFN #2009171869 Page: 2 of 3

thence North 02 degrees 44'24" East 69.53 feet tot a point on the North line of Lot 27; thence Easterly along said north line 11 feet more or less to the Northwest Corner of said Lot 28; thence Southerly along said West line 69.53 feet to the point of beginning. TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures, replacements, and additions now or hereafter a part of the property. All of the foregoing is referred to as the "Property".

## 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 Cam Development, Inc., as Grantor, to Skamania County Title Company, as Trustee, and Sterling Savings Bank, Beneficiary, dated 11/21/06, recorded 11/27/06, under Auditor's/Recorder's No. 2006163808, 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 \$783,120.00 with interest thereon, according to the terms thereof, in favor of Sterling Savings 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 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. Sterling Savings 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.
- 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 08/08/08, 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. 2008170718.
- 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 01/09/09, 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 \$630,610.82 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.

AFN #2009171869 Page: 3 of 3

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: January 13, 2009

GRANTOR

Northwest Trustee Services, Inc.

Assistant Vice President

Northwest Trustee Services, Inc.

STATE OF WASHINGTON

) . ) ss.

COUNTY OF KING

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.

S. L. BURNS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 28, 2011

NOTARY PUBLIC in and for the State of Washington, residing at King Co.
My commission expires: 03/28/2011