AFN #2009171951 Recorded 01/29/09 at 01:04 PM DocType: DEED Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 3 Auditor J. Michael Garvison Skamania County, wa

## AFTER RECORDING RETURN TO:

Washington Federal

Attn: Foreclosure Department

425 Pike Street

3rd Floor

Seattle, WA 98101-2334

School 30 72 9

Arnesen, Vicki J. and Plummer, Ralph H., 1452.0812031

Loan No. 71-433607-03

REAL ESTATE EXCISE TAX

27895

JAN 2 9 2009

TRUSTEE'S DEED

The GRANTOR, Bishop, White & Marshall, P.S., as 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 First Mutual Bank, a division of Washington Federal Savings, successor by merger to First Mutual Bank, a Washington corporation, GRANTEE, that real property, situated in Skamania County, State of Washington, described as follows:

A tract of land in the Southwest quarter of Section 25, Township 3, North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of Kanaka Heights Short Plats, recorded in Book '3' of Short Plats,

Page 416, Skamania County Records.

Skamania County Assessor

Date 1-29-39 Parcell 3-7-95-3

Assessor's Property Tax Parcel/Account Number(s): 03072530011700

## **RECITALS:**

- 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 Vicki J Arnesen, an unmarried individual and Ralph H Plummer, an unmarried individual, as Grantor, to Clark County Title Company as Trustee, and First Mutual Bank as Beneficiary, dated May 1, 2007 recorded on May 8, 2007 as No. 2007166022.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payments of a promissory note according to the terms thereof, in favor of First Mutual

TRUSTEE'S DEED - 1

fewatrusteesdeedlender

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 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 Grantor, or his successor-in-interest, and a copy of said Notice was posted or served in accordance with law.
- 5. First Mutual Bank, a division of Washington Federal Savings, successor by merger to First Mutual Bank, a Washington corporation 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 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 October 20, 2008 recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property as Instrument No. 2008171250.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as at the main entrance of the Skamania County Courthouse, 240 Vancouver Avenue, in the City of Stevenson, a public place on January 23, 2009 at 10:00 am 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 (90) days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-five (35) and twenty-eighth (28) day before the date of sale, and once between the fourteenth (14) and seventh (7) 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 Notice, which was transmitted or served to or 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.
- 8. During foreclosure, no action was pending on an obligation secured by said 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 default specified in the "Notice of Trustee's Sale' not having been cured ten (10) days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust

AFN #2009171951 Page: 3 of 3

remaining unpaid, on January 23, 2009, the date of sale, which was not less than 190 days before the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of \$138,465.84.

Dated: January , 2009

Bishop, White & Marshall, P

By William L. Bishop, Jr.

State of Washington

) ) ss:

County of King

On this As day of January, 2009 before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William L. Bishop, Jr. of Bishop, White & Marshall, P.S., 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 states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the date and year first above written.

Name:

Notary Public in and for the State of

Washington, residing at: Line

My Commission Expires:

B. J. RUHL

STATE OF WASHINGTON

**NOTARY PUBLIC** 

MY COMMISSION EXPIRES

05-02-12