

AFTER RECORDING, RETURN TO:

Brian R. Heurlin
Heurlin, Potter, Jahn, Leatham & Holtmann, P.S.
P.O. Box 611
Vancouver, WA 98666-0611

123287

Space Above this line reserved for Recorder's use

REAL ESTATE ENCISE TAX

28045

TRUSTEE'S DEED

MAY - 7 2009

PAID

EXEMPT

Shirley Fekni Deputy
SKAMANIA COUNTY TREASURER

Grantor: Steven K. Polito
Grantee: Riverview Community Bank
Original Trustee: Riverview Services, Inc.
Successor Trustee: Heurlin, Potter, Jahn, Leatham & Holtmann, P.S.
Recording Date of Deed of Trust: September 20, 2007
Deed of Trust Auditor's File No.: 2007167747
Recording Date of Amended and Restated Notice of Trustee's Sale: January 12, 2009
Notice of Trustee's Sale Auditor's File No.: 2009171827
Abbreviated legal description: Lot 1 of Eagle Peak Short Plat
Auditor's Tax Account Number: 01-05-05-0-0701-00 *AWP*

The Grantor herein, HEURLIN, POTTER, JAHN, LEATHAM & HOLTSMANN, P.S., as successor Trustee under that Deed of Trust, as hereinafter particularly described, grants and conveys without warranty, to Riverview Community Bank, as Grantee, that real property situated in the County of Skamania, State of Washington, described as follows:

Lot 1 of EAGLE PEAK SHORT PLAT, recorded in Auditor's File
No. 2006162927 records of Skamania County, Washington.

RECITALS:

Skamania County Assessor
Date 5/7/09 Parcel# 01-05-05-0-0701-00 *AWP*

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 Steven K. Polito as Grantor, to Riverview Services, Inc., as original Trustee, and Riverview Community Bank as Beneficiary, recorded on September 20, 2007, under Auditor's File No. 2007167747, 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 \$147,000.00 with interest thereon, according to the terms thereof; in favor of Grantee 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 purposes.

4. Default having occurred in the obligations secured and/or covenants of the Grantor as set forth in the 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 their successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Beneficiary, being then the holder of the indebtedness secured by said Deed of Trust (or the representative thereof), delivered to said Trustee a written request directing the sale of 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 January 12, 2009, recorded in the office of the Auditor of Skamania County, Washington, an Amended and Restated Notice of Trustee's Sale of said property under Auditor's File No. 2009171827.

7. The Trustee, in its aforesaid Amended and Restated Notice of Trustee's Sale, fixed the place of sale as the main entrance of the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, Washington, a public place, at 10:00 a.m. on April 24, 2009, and in accordance with the law, caused copies of the statutory Amended and Restated 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; further, the Trustee caused a copy of said Amended and Restated 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 seventh day before the date of sale; and further, included with this Notice, which was transmitted or served to or upon the Grantor or his successor in interest, was 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 defaults specified in the Amended and Restated 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 remaining unpaid on April 24, 2009, the date of sale, which was not less than one hundred ninety (190) days from the date of default in the obligation then 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 \$146,000.00, which represented the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Dated this 30 day of April, 2009.

HEURLIN, POTTER, JAHN,
LEATHAM & HOLTMANN, P.S.,
Trustee

By

Brian R. Heurlin

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that BRIAN R. HEURLIN appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it as President of the Trustee to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 30 day of April, 2009.

KATHLEEN T. LEVESQUE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 1, 2012

Kathleen T. Levesque
NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: 8/1/2012