AFN #2009174544 Recorded 12/17/09 at 02:01 PM DocType: DEED Filed by: SKAMANIA

COUNTY TITLE COMPANY Page: 1 of 3 Auditor's Office 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

28341

PAID

SKAMANIA CO

## 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 U.S. Bank National Association, as Successor Trustee to Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

Tax Parcel No.: 02-05-19-0-0-1317-00 Act

Abbreviated Legal: Section 19, Township 2 North, Skamania County, State of WA

A parcel situated within the Northwest quarter of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington and described as follows: The South half of Lots 1 and 2 of the David and Jennette Palmer Short Plat as shown on the Map thereof recorded in Book 1 at Page 69 of Short Plats, Auditor File No. 83826; together with and subject to an easement for roadway described in that particular document recorded in Book 75 at Page 798; Also together with and subject to an easement for access as shown on the Short Plat recorded in Book 1 at Page 13 of Short Plats and on the Short Plat recorded in Book 1 of Page 69 of Short Plats, Also together with and subject to a private roadway agreement recorded in Book 1 at Page 13E of Short Plat: Also together with and subject to an easement for road access and utilities over, under and across an existing roadway lying within the North 387 feet of said Lots 1 and 2; Excepting therefrom the following described strip along the Southerly line thereof, to wit: Beginning at the Southwest corner of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian; thence South 89 degrees 24' 36" East, 330 feet along the South lines of Lots 1 and 2 of said Short Plat; thence North 00 degrees 38' 55" East, 27 feet; thence West to a point 31.3 feet North 00 degrees 38' 55" East of the point of beginning; thence South 00 degrees 38' 55" West, 31.3 feet to the point of beginning, as disclosed by Suit No. 00-2-00065-2. Together with an easement for access and utilities as shown by Survey recorded in Book 3 of Surveys, Page 119.

> Skamania County Assessor Date 12/17/09 Parcel# 2-5-19-13/7

RECITALS:

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- 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 Kenneth J. Guttig, a single man as his sole and separate property, as Grantor, to Skamania County Title Company, as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for First Franklin a Division of National City Bank, Beneficiary, dated 12/18/06, recorded 12/28/06, under Auditor's No. 2006164317, records of Skamania County, Washington and subsequently assigned to Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 under Skamania County Auditor's No. 2009172632.
- 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 \$223,200.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for First Franklin a Division of National City 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. Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, 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 05/18/09, 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. 2009172866.
- 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 December 4, 2009, 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 \$202,500.00.

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This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Decd, 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: December 15, 2009

GRANTOR

Northwest Trustee Services, Inc.

Assistant Vice President

Northwest Trustee Services, Inc.

STATE OF WASHINGTON

, ) ss.

COUNTY OF KING

Dated: 12.15.09

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