AFN #2010174839 Recorded 02/04/10 at 02:43 PM DocType: DEED Filed by: COLUMBIA TITLE AGENCY LLC Page: 1 of 2 Auditor Timothy O. Todd Skamania County, WA

After Recording Return To: Nylund Homes, Inc. 14900 NE 271st Ave. Brush Prairie, WA 98606

REAL ESTATE EXCISE TAX

28400 FEB -4 2010

· Oxembt

SKAMANIA COUNTY TREASURER

File No.: 7817.20130/SCOTT, LANCE R.

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

Tax Parcel No.: 02-05-19-0-0-1700-00

Skamania County Assessor

Date 3-4-10 Parcel# 2-5-19-170

The following described tract of land located in the Southwest Quarter of the Southeast Quarter of Section 19, Township 2 North, Range 5 East of the Williamette Meridian, Skamania County, Washington, More particularly described as follows: Beginning at the Quarter corner on the South line of the said Section 19; thence North 509,5 feet; thence East 272.1 feet to the initial point of the tract hereby described, thence South 69 degrees 2' East 208.75 feet, thence South 20 degrees 58' West 208.75 feet; thence North 69 degrees 02' West 208.75 feet, thence North 20 degrees 58' East 208.75 feet to the initial point, Except any portion thereof lying within Skye Road.

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 Lance R. Scott, a married man as his separate estate, as Grantor, to Skamania Title, as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns, Beneficiary, dated 11/02/06, recorded 11/13/06, under Auditor's/Recorder's No. 2006163661, records of Skamania County, Washington and subsequently assigned to EverHome Mortgage Company under Skamania County Auditor's/Recorder's No. 2009174085.
- 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 \$249,000.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns 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. EverHome Mortgage Company, 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 10/21/09, 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. 2009174138.
- 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 January 22, 2010, 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 \$145,252.00 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.

GRANTOR
Northwest Trustee Services, Inc.

By
Assistant Vice President
Northwest Trustee Services, Inc.

STATE OF WASHINGTON
)
ss.

COUNTY OF KING
)

Leff Stenma

Dated: 1-27-10

DATED: January 27, 2010

JULIE BOUFFLEUR STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES 02-23-13

NOTARY PUBLIC in and for the State of Washington, residing at Seattle My commission expires: 2/23/2013