

AFTER RECORDING RETURN TO:

Washington Federal Savings
Attn: Foreclosure Department
425 Pike Street, 3rd Floor
Seattle, WA 98101

SCR 3/600

MacDonald, John R., 1686.0925481

REAL ESTATE EXCISE TAX

28501

APR 19 2010

PAID

Cheney
Vickie Chelland
SKAMANIA COUNTY TREASURER

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:

Assessor's Property Tax Parcel/Account Number(s): 02-05-32-3-0-1112-00

Abbreviated Legal: S32, T2N, R5E
See attached legal description

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 John R. MacDonald, an unmarried individual, as Grantor, to Clark County Title Company as Trustee, and First Mutual Bank as Beneficiary, dated November 6, 2006 recorded on November 9, 2006 as No. 2006163656. Said Deed of Trust was modified on October 26, 2007 under Auditor's File No. 2007168075.
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 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.

TRUSTEE'S DEED - 1

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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 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 January 5, 2010 recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property as Instrument No. 2010174662.
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 April 9, 2010 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 remaining unpaid, on April 9, 2010, 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 \$659,779.11.

TRUSTEE'S DEED - 2

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Dated: April 14, 2010

Bishop White & Marshall, P.S.

Bishop, White, Marshall & Weibel, P. S. fka &

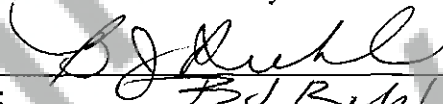
By 

David A. Weibel

State of Washington)
) ss:
County of King)

On this 14 day of April, 2010 before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Weibel of Bishop, White, Marshall & Weibel, P. S. fka 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: BJ Ruhl
Notary Public in and for the State of
Washington, residing at: King City
My Commission Expires: 5/2/12



McDonald

A tract of land in the Southwest Quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

All of Lot 2 of the Pelky Short Plat, recorded in Auditors File NO. 2005159826, together with a portion of Lot 1 of the said Pelky Short Plat described as follows:

Beginning at the most Southerly Corner of said Lot 1 (being the most Easterly Corner of said Lot 2); Thence North $62^{\circ}03'15''$ West along the Southwesterly line thereof, 195 feet to the Point of Beginning; Thence continuing on said line North $62^{\circ}03'15''$ West 292.47 feet to the center of the Washougal River; Thence along said River, the chord of which bears North $58^{\circ}43'26''$ East 84.51 feet; Thence South $45^{\circ}48'41''$ East 259.58 feet to the Point of Beginning.

Skamania County Assessor
Date 4-19-10 Parcel# 2-5-32-3-1112

(Signature)