

**Filed for Record at Request of:**

YOUNGLOVE & COKER, P.L.L.C.  
Attorneys at Law  
1800 Cooper Point Road SW, Bldg 16  
PO Box 7846  
Olympia, WA 98507-7846

**REAL ESTATE EXCISE TAX**

28812  
OCT 25 2010

PAID exempt  
Vicki Chelland, Deput  
SKAMANIA COUNTY TREASURER

**TRUSTEE'S DEED**

<b>Grantor</b>	Edward Earl Younglove III, Trustee; Danial Ray Cates; Amanda and Louis McAtee
<b>Grantee</b>	Proteus Pension Plan & Trust, David M. Rorvik, Trustee
<b>Legal Description (abbreviated)</b>	SE ¼ SEC 34 T2N R5E
<b>Assessor's Tax Parcel ID No.</b>	02-05-34-0-0-0600-00
<b>Reference Nos. of Related Documents</b>	2005156324

The GRANTOR, Edward Earl Younglove III, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment, recited below, hereby grants and conveys without warranty, to Proteus Pension Plan & Trust, GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

See attached exhibit A

Property Tax Parcel No. 02-05-34-0-0-0600-00 *AM*


**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 Danial Ray Cates, as Grantor, to George W. McKallip, Jr., as Trustee, and Proteus Pension Plan & Trust, as Beneficiary, dated February 18, 2005, recorded February 22, 2005, Auditor's File No. 2005126324, records of Skamania County, Washington.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of promissory note(s) in the sum of \$157,305.75 with interest thereon, according to the terms thereof, in favor of Proteus Pension Plan & Trust 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. Proteus Pension Plan & Trust, 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 June 23, 2010, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property, as File No. 2010175792.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as the Skamania County Courthouse, a public place, at 10:00 a.m., on October 8, 2010, 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 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the 35<sup>th</sup> and 28<sup>th</sup> day and once between the 14<sup>th</sup> and 7<sup>th</sup> day before the 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 to or served 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 defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust

remaining unpaid, on October 8, 2010, the date of sale, which was not less than 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 \$199,223.97, by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

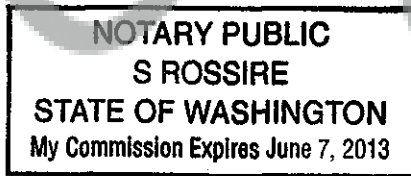
DATED this 11<sup>th</sup> day of October, 2010.


  
Edward Earl Younglove III  
Successor Trustee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me Edward Earl Younglove III, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11<sup>th</sup> day of October, 2010.



  
S. ROSSIRE (Print Name)  
NOTARY PUBLIC in and for the State  
of Washington, residing at Summit  
Commission expires: June 7, 2013

## Exhibit A

That portion of the West Half of the Southeast Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Commencing at a 1" iron pipe with a brass disk marking the Southwest corner of said Section 34, as shown in recorded Survey Book 1, Page 247;

Thence South  $89^{\circ}30'12''$  East along the South line of said Section 34, a distance of 2613.30 feet to a found 6/8" iron rod with a yellow plastic cap stamped "SWART 16929", marking the Southwest corner of Deed recorded in Book 130, page 968;

Thence North  $01^{\circ}12'11''$  East along the West line of said West Half of the Southeast Quarter of said Section 34, a distance of 826.88 feet to the True Point of Beginning of this herein described parcel of land;

Thence continuing North  $01^{\circ}12'11''$  East along said West line, a distance of 497.58 feet to a found 5/8" iron rod with a yellow plastic cap stamped "HAGEDORN", as shown in recorded Survey Book 1, Page 244 for the Southwest corner of Lot 11 and the Northwest corner of the Southwest Quarter of said Southeast Quarter of Section 34;

Thence continuing North  $01^{\circ}12'11''$  East along said West line, a distance of 301.03 feet to the centerline of Wantland Road;

Thence Easterly along said centerline, a distance of 69.73 feet on a curve to the right having a radius of 300.00 feet and a central angle of  $13^{\circ}19'04''$ ;

Thence continuing along said centerline North  $86^{\circ}20'00''$  East, a distance of 39.95 feet;

Thence continuing along said centerline, a distance of 66.03 feet on a curve to the left having a radius of 100.00 feet and a central angle of  $37^{\circ}50'00''$ ;

Thence continuing along said centerline North  $48^{\circ}30'00''$  East, a distance of 204.53 feet;

Thence continuing along said centerline, a distance of 42.20 feet on a curve to the left having a radius of 100.00 feet and a central angle of  $24^{\circ}10'36''$ ;

Thence North  $36^{\circ}24'42''$  East, a distance of 64.72 feet;

Thence North  $29^{\circ}09'52''$  East, a distance of 100.90 feet to the North line of said Lot 11;

Thence South  $80^{\circ}20'00''$  East along said North line, a distance of 726.38 feet to the North line of Lot 12 of said "HAGADORN" survey;

Thence North  $60^{\circ}40'00''$  East along said North line of Lot 12, a distance of 202.65 feet to a point on the East line of said West Half of the Southeast Quarter;

Thence South  $01^{\circ}11'49''$  West along said East line, a distance of 639.96 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 34;

Thence North  $89^{\circ}28'13''$  West along the North line of said Southwest Quarter of the Southeast Quarter, a distance of 881.81 feet;

Thence South  $01^{\circ}12'11''$  West, a distance of 497.37 feet;

Thence North  $89^{\circ}29'55''$  West, a distance of 437.75 feet to the True Point of Beginning.

Skamania County Assessor

File 10-2540 Parcel# 2-5-34-0-0-600

Jm