

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON P.S.

Attn: Caroline E. Lunning
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

REAL ESTATE EXCISE TAX

28983

MAR 14 2011

MIN #: 100047200002848959
Loan # 284895
Trustee # 40015.338/CEL

PAID EXEMPT
Audrey Fahreni Deputy
SKAMANIA COUNTY TREASURER

TRUSTEE'S DEED

SCR 31983

Grantor(s):	HILLIS CLARK MARTIN & PETERSON P.S., Successor Trustee
Grantee(s):	HOMESTREET BANK
Legal Description (abbreviated):	LOT 50, WASHOUGAL RIVERSIDE TRACT, IN <input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A</u> SKAMANIA COUNTY, WASHINGTON
Assessor's Tax Parcel Identification No(s):	02-05-32-3-0-2001-00 <input checked="" type="checkbox"/>
Reference No. of Related Documents:	2005158701

The grantor hereunder, HILLIS CLARK MARTIN & PETERSON P.S., as present successor trustee under that Deed of Trust (the "Successor Trustee"), as hereinafter particularly described, in consideration of the premises and payment, recited below, hereby grants and conveys, without warranty, to HOMESTREET BANK, a Washington state chartered savings bank ("HomeStreet Bank"), that real property, situated in the County of Skamania, State of Washington, legally described on EXHIBIT A.

RECITALS

Skamania County Assessor
Date 3-14-11 Parcel # 2-5-32-3-2001

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Successor Trustee by that certain deed of trust between Kevin C. Caldwell, a single man, as grantor thereunder ("DOT Grantor"), to First American Title Insurance Company, a California corporation, as Trustee, and Mortgage Electronic

Registration Systems, Inc. ("MERS"), as Beneficiary, solely as nominee for HomeStreet Bank, as Lender, dated September 12, 2005, and recorded on September 14, 2005, under Skamania County Recording No. 2005158701, the beneficial interest in which was assigned by MERS to HomeStreet Bank under Skamania County Recording No. 2010176615, and by the Appointment of Successor Trustee recorded on October 20, 2010, under Skamania County Recording No. 2010176659 (the "Deed of Trust").

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$194,930.00 with interest thereon, according to the terms thereof, in favor of HomeStreet Bank and to secure the performance of any other obligations and the payment of 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 DOT 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 DOT Grantor, or the DOT Grantor's successor in interest, and a copy of said notice was posted or served in accordance with law.

5. HomeStreet Bank, being then the holder of the indebtedness secured by said Deed of Trust (the "Beneficiary"), delivered to said Successor Trustee a written request directing said Trustee to sell the described property in accordance with the law and the terms of said Deed of Trust.

6. The defaults specified in the Notice of Default not having been cured, the Successor Trustee, in compliance with the terms of said Deed of Trust, executed, and on November 24, 2010, recorded a Notice of Trustee's Sale of said property under Skamania County Recording No. 201017693.

7. The Successor Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as at main entrance Skamania County Courthouse, 240 Vancouver Ave, Stevenson, Washington, a public place, on February 25, 2011, at 11:00 AM, 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 ninety days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published 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 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 DOT Grantor or the DOT Grantor's successor in interest, a Notice of Foreclosure in

substantially the statutory form, to which copies of the DOT Grantor's Note and Deed of Trust were attached.

8. During foreclosure, no action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of an obligation secured by said Deed of Trust in any court by reason of the DOT Grantor's default on the obligation secured.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notice 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 February 25, 2011, 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 the grantee hereunder, the highest bidder therefore, the property hereinabove described, for the sum of \$ 196,241.13 by the forgiveness in such sum of the obligation then secured by said Deed of Trust and all fees, costs, and expenses as provided by statute.

DATED this 01 day of March, 2011.

HILLIS CLARK MARTIN & PETERSON P.S.

By: 

Julie B. Hamilton
Successor Trustee

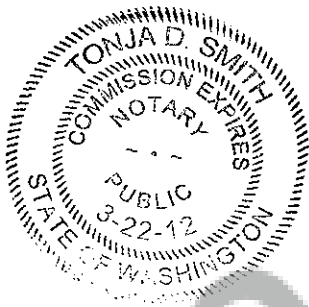
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me Julie B. Hamilton, to me known to be the representative of HILLIS CLARK MARTIN & PETERSON P.S., the professional service corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of March, 2011.



Printed Name

Tonja D. SmithNOTARY PUBLIC in and for the State of Washington,
residing atKING CO

My Commission Expires

3-22-12

EXHIBIT A**LEGAL DESCRIPTION**

LOT 50 OF THE WASHOUGAL RIVERSIDE TRACT, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 80, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. EXCEPT THAT PORTION CONVEYED TO WILLIAM G. COFONE, ET UX, RECORDED SEPTEMBER 21, 1976 IN BOOK 71, PAGE 664, AUDITOR FILE NO. 82888, SKAMANIA COUNTY DEED RECORDS. EXCEPT THAT PORTION CONVEYED TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A CORPORATION, RECORDED MARCH 24, 1972, IN BOOK 63, PAGE 916, AUDITOR FILE NO. 74568, SKAMANIA COUNTY DEED RECORDS. EXCEPT THAT PORTION CONVEYED TO JOHN OYALA, ET UX, RECORDED JULY 11, 1973 IN BOOK 65, PAGE 478, AUDITOR FILE NO. 76334, SKAMANIA COUNTY DEED RECORDS. EXCEPT THAT PORTION CONVEYED TO JOHN OYALA, ET UX, RECORDED JUNE 24, 1983 IN BOOK 82, PAGE 421, AUDITOR FILE NO. 95963, SKAMANIA COUNTY DEED RECORDS