

Filed for Record at Request of

AND WHEN RECORDED TO: **REAL ESTATE EXCISE TAX**

M&T Bank
1100 Wehrle Drive
Williamsville, NY 14221

29529
MAY 09 2012

PAID exempt
Cydeputy
SKAMANIA COUNTY TREASURER

T.S. No.: 11-45950 TSG Order No.: 110575021-WA-GNO APN: #: 03081730230200

A SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUSTEE'S DEED

136685

The GRANTOR, **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants without covenant or warranty to: **M&T Bank**, GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:
LOT 11 OF THE CARSON VALLEY II, ACCORDING TO THE RECORDED PLAT THEREOF
RECORDED IN BOOK A OF PLATS, PAGE 155, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON

A.P.N. No.: 03081730230200

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 **ROBERT WILLIAMS AND MICHELLE WILLIAMS, HUSBAND AND WIFE**, as Grantor, to **FIRST AMERICAN TITLE**, as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as Beneficiary, dated 10/14/2010, recorded 10/19/2010, as Instrument No. 2010176655, in Book/Reel --, Page/Frame --, records of Skamania County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$150,818.00 with interest thereon, according to the terms thereof, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** 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 make 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. **M&T Bank**, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.

TRUSTEE'S DEED

T.S. No.: 11-45950

Loan No.: 0013849054

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 recorded on 1/26/2012, in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's File No. 2012179933
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as, At the main entrance to the Superior Courthouse, 240 Vancouver Avenue, Stevenson, Washington, a public place, on 4/27/2012 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 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-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 in 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.
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 4/27/2012, the date of sale, which was not less than 190 days from 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 \$159,771.02, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Date: 5/1/2012

OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY

Cynthia Van Patten
Cynthia Van Patten, Assistant Secretary

State of California) ss.
County of Orange)

On 5/1/12, before me, *Hazel Estrella Weissinger*, a Notary Public in and for said County, personally appeared, Cynthia Van Patten who or proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE

Hazel Estrella Weissinger
Hazel Estrella Weissinger

