AFN #2013001944 Recorded 08/29/2013 at 04:31 PM DocType: DEED Filed by: COLUMBIA GORGE TITLE Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

After Recording Return To: Ocwen Loan Servicing, LLC 1100 Virginia Drive Fort Washington, PA 19034

REAL ESTATE EXCEPTAX

30264

Exempt

SEP - \$,2013

513-0008

File No.: 7314.04065/Remmels, Kimmery and Rudolph, Robert

561-9045280-703

Trustee's Deed

PAID

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 Ocwen Loan Servicing, LLC, as GRANTEE, all real property (the Property), situated in the County of Skamania, State of Washington, described as follows:

Tax Parcel No.: 02 06 26 4 0 1001 00

COMMENCING at a point on the East line of the Southwest quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, which point is 493 feet North of the South 16th corner of said Southeast quarter; thence North 81 degrees 13' West 75 feet, more or less, to the extension Southerly of the East line of that parcel of land deeded to Gary R. Hains, et ux, by deed recorded December 5, 1985, in Book 85, Page 358; thence North 02 degrees 45' West 305 feet to the Northeast corner of said Hains parcel; thence North 81 degrees 13' West 787 feet, more or less, to a point which bears South 25 degrees 14' West from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 26; thence North 25 degrees 14' East to the intersection with the North line of the Southeast quarter of said Section 26; thence East along the said North line to the Northwest corner of that parcel deeded to James A. Kallas, et ux, by deed recorded March 29, 1979, in Book 76, Page 323; thence South 06 degrees 23' East along the West line of said Kallas parcel to the Northeast corner of that parcel deeded to Ernest C. Roberts, et ux, by deed recorded July 7, 1975, in Book 69, Page 162; thence West along Roberts' North line 100 feet; thence South 06 degrees 23' East along Roberts' West line 200 feet; thence East along the North line of Tiny Road 400 feet, more or less, to the East line of the Southwest quarter of the Southeast quarter of said Section 26; thence South along said East line to the Point of Beginning.

EXCEPTING THEREFROM:

* Southwest

- 1. Deed to Greg Josephson by Instrument Recorded in Book 234, Page 42.
- 2. Deed to Gary R. Hains by Instrument Recorded in Book 234, Page 39.
- 3. Deed to Daniel Boyes, et ux, by Instrument Recorded in Book 234, Page 45.
- 4. Deed to Skamania County by Instrument Recorded in Book 234, Page 48.
- 5. Deed to Household Finance by Instrument Recorded in Book 234, Page 51.
- 6. Deed to John I. Ulver, et ux, by Instrument Recorded in Book 234, Page 54.

RECITALS:

Skamania County Assessor ate <u>8-29-13</u> Parsell 2-6-26-4-100

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Beneficiary by that certain Deed of Trust between Robert R. Rudolph, an unmarried man and Kimmery K. Remmels, an unmarried woman, as Grantor, to Columbia Title, as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for Evergreen Moneysource Mortgage Company, a Washington Corporation, Beneficiary, dated 04/15/09, recorded 04/22/09, under Auditor's No. 2009172635 and re-recorded on 5/21/2009 as 2009172918, records of Skamania County, Washington and subsequently assigned to GMAC Mortgage, LLC under Skamania County Auditor's No. 2012181656.
- 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 \$254,825.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Evergreen Moneysource Mortgage Company, a Washington Corporation 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. GMAC Mortgage, LLC, being then the holder 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 03/18/13, 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. 2013000511.
- 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 July 19, 2013, 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 Beneficiary, the highest bidder therefore, for the sum of \$142,400.00. Beneficiary then directed Grantor to issue this Trustee's Deed directly to Grantee.

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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.

DATED: July 26, 2013

GRANTOR

Northwest Trustee Services, Inc.

Northwest Trustee Services, Inc.

STATE OF WASHINGTON

) ss.

COUNTY OF KING

I Carly D. Redulla certify that I know or have satisfactory evidence that DEIRDRE PIGGOTT is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 26, 2013

WAST.

NOTARY PUBLIC in and for the State of Washington, residing at King Co. My commission expires: 06/26/2017