AFN #2015001516 Recorded 07/23/2015 at 04:29 PM DocType: DEED Filed by: COLUMBIA GORGE TITLE Page: 1 of 3 Auditor Robert J. Waymire Skamania County, wa

After Recording Return to: North Cascade Trustee Services Inc. 801 Second Avenue, Suite 600 Seattle, Washington 98104

SKAMANIA COUNTY REAL ESTATE EXCISE TAX 31390 JUL **2 3** 2015

PAID Exempt
SHAMANIA COUNTY TREASURER

File No.: 60364-04804-NJ-WA

## TRUSTEE'S DEED

The GRANTOR, North Cascade Trustee Services Inc., as current Trustee under that Deed of Trust defined below, in consideration of the premises and payment received below, hereby grants and conveys, without representation or warranty, expressed or implied, to FEDERAL HOME LOAN MORTGAGE CORPORATION, as GRANTEE, all real property ("Property"), situated in the County of Skamania, State of Washington, described as follows:

SEE EXHIBIT A. S26, T4N, R7E

A.P.N.: 04-07-26-1-0-0700-00

## **RECITALS:**

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the current Trustee by that certain Deed of Trust between KYLE G. DAVIS and LORIE J. DAVIS, as Grantor, to Skamania County Title Co., as Trustee, and Mortgage Electronic Registration Systems, Inc., as nominee for Mann Financial Inc., dba Westcorp Mortgage Group its successors and assigns, as Beneficiary, dated October 7, 2005 and recorded October 12, 2005, under Auditor's No. 2005159065 of the official records in the office of the Recorder of Skamania County, Washington.
- 2. This Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) in the sum of \$338,400.00 with interest thereon, according to the terms thereof, and other sums of money which might become due and payable under the terms of said Deed of Trust.
- 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 referenced in paragraph one (1), as set forth in the Notice of Trustee's Sale described below, and the current Trustee having transmitted the Notice of Default to the required parties, and a copy of said Notice was posted or served in accordance with the law.
- 5. BANK OF AMERICA, N.A., being then the holder of the indebtedness secured by said Deed of Trust, delivered to the current Trustee a written request directing the Trustee to sell the Property in accordance with law and the terms of the Deed of Trust.
- 6. Because the defaults specified in the Notice of Default were not cured, the current Trustee, in accordance with the terms of the Deed of Trust, recorded on February 5, 2015 in the office of the Recorder for Skamania County, Washington, a Notice of Trustee's Sale of the Property as instrument no. 2015000206.
- 7. The current Trustee, in the Notice of Sale, fixed the place of sale as: Skamania County Superior Courthouse, main entrance, 240 Vancouver Avenue, Stevenson, WA 98648, a public place, at

10:00 AM, and in accordance with the law caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all person entitled thereto and either posted or served in compliance with the requirements of the relevant statutes; further the current Trustee caused a copy of said Notice of Trustee's Sale to be published in a legal

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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/her successor in interest, a Notice of Foreclosure.

- During the 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. Because the defaults specified in the Notice of Trustee's Sale were not cured at least ten days prior to the date scheduled for the Trustee's sale and said obligation secured by said Deed of Trust remained unpaid, on July 10, 2015, 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 GRANTEE, the highest bidder therefore, for the sum of \$222,885.00.

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 Property was purchased in the context of of a foreclosure, that the Trustee made not 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 21, 2015 GRANTOR

North Cascade Trustee Services Inc.

DANIEL WOOD, AUTHORIZED SIGNATORY

State of Washington County of King

I certify that I know or have satisfactory evidence that 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 it as the authorized signatory of North Cascade Trustee Services Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, County of ington, King

AMANDA KIRK STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES

07-22-17

(printed or typed name)

My appointment expires 07/22/2017

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## **EXHIBIT A**

PARCEL I: That portion of the Northwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at a point 297.4 feet South of the quarter corner on the North line of the said Section 26 marking the intersection of the center line of the County Road known as Hemlock Road as reconstructed and reestablished and the center line running North and South through the said Section 26; thence South along said center line 314 feet to the Southwest corner of the tract of land conveyed to the grantors by deed dated March 3, 1951, and recorded at Page 396 of Book 33 of Deeds, Records of Skamania County, Washington; thence East 300 feet; thence North 370.41 feet, more or less, to the center of said Hemlock Road; thence South 79°21` West following the center of said Hemlock Road 305.26 feet, more or less, to the Point of Beginning.

PARCEL II: A portion of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Commencing at the Southeast corner of the Parcel described in that particular document recorded in Book 44 at Page 247 of Deeds, which is an iron rod; thence North 211.92 feet to the Point of Beginning; thence continuing North 97.70 feet to a point (from which an iron rod bear North 28.82 feet); thence South 26°34'39" East, 80.45 feet; thence South 64°49'30" West, 43.73 feet to the Point of Beginning.

Skamania County Assessor
Date 7-23-15 Parcel# 4-7-26-1-700

TS No WA09000629-14

APN 04072610070000

TO No 8499687