

WHEN RECORDED RETURN TO:

Carolyn A. Simms  
P.O. Box 169  
Washougal, WA 98671

TRUSTEE'S DEED SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

GRANTOR: CAROLYN A. SIMMS, Trustee  
GRANTEE: CHARLES CONAWAY  
ABBREVIATED LEGAL  
DESCRIPTION: API 1-35 & PTN OF SP3-113  
TAX PARCEL NUMBER: 02062730020100

33590  
NOV 26 2018

PAID EXEMPT  
*Michelle M. Mori Deputy*  
SKAMANIA COUNTY TREASURER

65.

The Grantor, Carolyn A. Simms, as the Successor Trustee under that Deed of Trust as hereinafter particularly described, in consideration of the premises and payments recited below, hereby grants and conveys, without warranty to CHARLES CONAWAY, Grantee, that certain real property situated in the County of Skamania, State of Washington, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1. This conveyance is made pursuant to the power, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between ANTHONY LEE PUMMILL, an unmarried man, as Grantor, to Transnation Title Insurance Company, as original Trustee, Roger Malfait and Loretta Malfait, husband and wife, as original Beneficiary, dated August 17, 1998, recorded under Auditor's File Number 132600 (Book 180, Page 552), in the records of Skamania County, Washington, as assigned to Beneficiary, CHARLES CONAWAY, as his separate estate, under Auditor's File No. 2108001085 recorded in Skamania County, Washington on May 24, 2018. Said Trustee was appointed Successor Trustee under appointment dated June 14, 2018 recorded under Skamania County Auditor's File No. 2018001252.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the sum of \$80,000.00, together with interest thereon according to the terms thereof, in favor of Roger Malfait and Loretta Malfait, 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 obligation secured and/or covenants of the Grantor as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust, made operative the power of sale, the 30 days' advance notice of default was transmitted to the Grantor and/or his successors in interest and a copy of said notice was posted or served in accordance with law.

5. CHARLES CONAWAY, being then the holder of the indebtedness secured by said Deed of Trust, requested said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.

6. The default 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 August 8, 2018, recorded in the office of the Auditor of Skamania County, Washington, a Notice of Trustee's Sale, for said property under Skamania County Auditor's No. 2018001650.

7. The Trustee, in her aforesaid Notice of Trustee's Sale, set the place of sale outside the Skamania County Court House, city of Stevenson, Skamania County, Washington, a public place at 9:00 A.M. on November 9, 2018 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 caused said Notice to be 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 35th and 28th day of sale, and once between the 14th and 7th day before the date of sale, in a legal newspaper, in the county in which the property or any part thereof is situated, and further included with each notice, which was transmitted 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 the foreclosure, no action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor was pending to seek satisfaction of the obligation in any Court by the reason of the Grantor's default on the 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 performed and notices to be given, as provided in Chapter 61.24 of the Revised Code of Washington.

10. The default specified in the Notice of Trustee's Sale not having been cured 11 days prior to the date of the Trustee's Sale, and said obligation secured by said Deed of Trust remaining unpaid, on November 9, 2018, the date of sale, which was not less than 190 days from the date of default on the obligation secured, the undersigned Trustee, then and there sold at public auction to said Grantee, the highest bidder thereof, the property herein above described for the sum of \$43,695.64, by the satisfaction in full of the obligation secured by said Deed of Trust, together with all fees, costs and expenses provided by statute.

DATED THIS 14<sup>th</sup> day of November, 2018.

Carolyn A. Simms  
Carolyn A. Simms, Successor Trustee

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this 14<sup>th</sup> day of November, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CAROLYN A. SIMMS, to me known to be the person that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

GLORIA D. MEYERS  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MARCH 1, 2021

Gloria D. Meyers  
Notary Public in and for the State of WA  
Washington, residing at Washougal  
My commission expires: 3-1-2021

**EXHIBIT "A" - LEGAL DESCRIPTION**

**A tract of land in the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:**

**BEGINNING at the Southwest corner of the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian; thence South 88°55'59" East along the South line of said Southwest Quarter of Section 27, 2,372.54 feet to the True Point of Beginning; thence North 01°05'09" East parallel to the West line of said Southwest Quarter of Section 27, 208.71 feet; thence South 88°55'59" East parallel to the South line of said Southwest Quarter of Section 27, 251.03 feet, more or less, to the East line of said Southwest Quarter of Section 27; thence South along the East line of said Southwest Quarter of Section 27, 208.71 feet to the Southeast corner of said Southwest Quarter of Section 27; thence North 88°55'59" West along the South line of said Southwest Quarter of Section 27, 251.88 feet, more or less, to the True Point of Beginning.**

**EXCEPT that portion conveyed to Skamania County by Instrument recorded October 3, 1978 in Book 75, page 453, Skamania County Deed Records.**

**Also known as Short Plat recorded in Book 1, Page 35.**

**Together with the following tract of land:**

**The East 100 feet of the South 208.71 feet of Lot 4 of SHORT PLAT, recorded in Book 3 of Short Plats, Page 113, records of Skamania County, Washington together with a non-exclusive easement to use the private road identified as Leo Lane in said short plot.**

**Subject to a well maintenance agreement to share the well on the Short Plat recorded in Book 1, Page 35 with the remaining portion of Lot 4 above.**

**Also subject to a Road Maintenance Agreement recorded under #103356 Easement recorded in Book 46, Page 39. Covenants, conditions and restrictions as shown on the face of the plat.**

Skamania County Assessor  
Date 8/8/18 Parcel# 2-6-27-3-0-201  
G.S.

Skamania County Assessor  
Date 11/26 Parcel# 2-6-27-3-201  
2018 G.S.