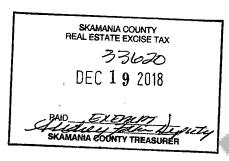
AFN #2018002480 Recorded Dec 19, 2018 11:17 AM DocType: DEED Filed by: Justin J. Held Page: 1 of 4 File Fee: \$102.00 Auditor Robert J. Waymire Skamania County, WA

When Recorded Return to: Justin J. Held 28413 NW 66th Ave Ridgefield, WA 98642



TRUSTEE'S DEED

Grantor:

F. James Mayhew, Successor Trustee

Grantee:

Justin J. Held, a married man, as his separate property

Abbreviated Legal Description: Ptn. NE Sec 23, T7N, R6E W.M

Parcel No.:

07-06-23-1-0-1000-00

F. James Mayhew, the Grantor, as present Successor Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to Justin J. Held, hereinafter referred to as Grantee, that real property situated in the County of Skamania, State of Washington, described as follows:

See Exhibit "A" attached hereto

## **RECITALS:**

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Successor Trustee by that certain Deed of Trust dated May 26, 2006, recorded under Auditor's File No. 2006161754, records of Skamania County, State of Washington from David A. Creagan and Brenda L. Creagan to Totten, Inc. as Trustee, to secure an obligation in favor of West Coast Bank, as Beneficiary. West Coast Bank merged with Columbia State Bank. The beneficial interest was assigned by Columbia State Bank, under an Assignment recorded under Auditor's File No. 2017002103 to Justin Held, the current Beneficiary. F. James Mayhew is the duly appointed Successor Trustee under a Resignation and Appointment of Second Successor Trustee agreement recorded under Auditor's File No. 2018001132.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$495,000.00 with interest thereon, according to the

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terms thereof, in favor of West Coast Bank 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 the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust makes 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. Justin Held, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Successor Trustee or his authorized agent to sell the described property in accordance with 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 September 6, 2018, recorded in the office of the Auditor of Skamania County, Washington, Auditor's No. 2018001833, a Notice of Trustee's Sale of Commercial Loan of said property.
- 7. The Trustee, in its aforesaid Notice of Trustee's Sale of Commercial Loan, fixed the place of sale as 240 NW Vancouver Avenue, Stevenson, Washington, a public place, at December 14, 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 posted or served prior to 90 days before the sale; further, the Successor Trustee caused a copy of said Notice of Trustee's Sale of Commercial Loan 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 sale; and further, included with 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, to which copies of the Grantor's Note and Deed of Trust were attached.
- 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 Revised Code of Washington, Chapter 61.24 et seq.
- 10. The defaults specified in the Notice of Trustee's Sale of Commercial Loan not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on December 14, 2018, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Successor Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$633,470.00 cash or by the satisfaction in full of the

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obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

11. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

DATED: December 17, 2018

F. James Mayhew, Successor Trustee

STATE OF WASHINGTON ) SS COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that F. James Mayhew is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 17, 2018

NOTARY SUBLIC SUBJECT OF WASHINGTON

Notary Public

Print Name: Kachael Wal

My appointment expires 4/1/2020

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## **EXHIBIT A**

PARCEL 1: 07-06-23-1-0-1000-00 (Formerly 07-06-23-1-0-0500-00, 07-06-23-1-0-0700-00, 07-06-23-1-0-0800-00 and 07-06-23-1-0-0200-00)

A tract of land located in a portion of the Northeast Quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter of Section 23; thence South 01°20'10" West, along the West line of said Northeast Quarter, for a distance of 286.00 feet to the True Point of Beginning;

Then South 87°35' 18" East for a distance of 1,679.76 feet to a point on the centerline of Pine Creek; Thence along said centerline of Pine Creek the following courses; Thence South 16° 00' 00" East for a distance of 175.00 feet; Thence South 10° 29' 40" East for a distance of 168.20 feet; Thence South 12° 09' 53" East for a distance of 170.33 feet; Thence South 12° 00' 00" East for a distance of 85.00 feet; Thence South 25° 00' 00" East for a distance of 92.00 feet; Thence South 26° 00' 00" East for a distance of 163.00 feet; Thence South 56° 00' 00" East for a distance of 258.00 feet; Thence South 20° 55' 25" East for a distance of 47.84 feet; Thence North 89° 17' 449" West for a distance of 5.00 feet; Thence South 15° 00' 00" East for a distance of 35.00 feet; Thence South 12° 27' 00" West for a distance of 135.67 feet; Thence South 03° 16' 18" West for a distance of 331.88 feet; Thence South 14° 00' 47" West for a distance of 48.78 feet; Thence South 42° 00' 00" West for a distance of 130.00 feet; Thence South 01° 00' 00" East for a distance of 20.00 feet; Thence South 89° 22' 46" East for a distance of 1.25 feet; Thence South 05° 00' 00" West for a distance of 166.97 feet; Thence South 09° 28' 02" West for a distance of 167.11 feet; Thence South 04° 25' 06" East for a distance of 110.32 feet; Thence South 48° 00'00" East for a distance of 70.00 feet; Thence South 54° 00' 00" East for a distance of 170.00 feet; Thence South 57° 00' 00" East for a distance of 85.00 feet; Thence South 51° 00' 00" East for a distance of 50.00 feet to a point on the South line of said Northeast Quarter of Section 23; Thence leaving the centerline of Pine Creek, North 89° 27' 43" West, along said South line of the Northeast Quarter, for a distance of 2,332.41 feet to the Southwest corner of said Northeast Quarter of Section 23; Thence North 01° 20' 10" East, along the West line of said Northeast Quarter, for a distance of 666.18 feet; Thence leaving said West line, South 89° 22' 46" East for a distance of 1,949.45 feet; Thence North 01° 00' 00" West for a distance of 56.56 feet; Thence North 42° 00' 00" East for a distance of 148.78 feet' Thence North 03° 16' 18" East for a distance of 163.59 feet; Thence South 89° 20' 18" West for a distance of 1,934.60 feet to a point; Thence North 01° 20' 10" East for a distance of 333.02 feet; Thence South 89° 17' 49" East for a distance of 1, 929.50 feet; Thence North 56° 00' 00" West for a distance of 213.55 feet; Thence North 26° 00' 00" West for a distance of 190.67 feet; Thence North 25° 00' 00" West for a distance of 104.27; Thence North 12° 00' 00" West for a distance of 96.39 feet; Thence North 12° 09' 53" West for a distance of 193.04 feet; Thence North 89° 12' 52" West for a distance of 1,663.57 feet to a point on the West line of said Northeast Quarter; Thence North 01° 20' 10" East, along the West line of said Northeast Quarter for a distance of 380.18 feet to the True Point of Beginning.

**Skamania County Assessor** 

Date 12-19-18 Parcel# 7-6-23-1-1000