Skamania County, WA Total:\$105.50 DEED

2019-002381 12/04/2019 12:18 PM

Request of: COLUMBIA GORGE TITLE

00001883201900023810030035

WHEN RECORDED MAIL TO: KeyBank National Association 4224 Ridge Lea Road Amherst, NY 14226

Recording Requested By First American Mortgage Solutions SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

342/8

DEC - 4 2019

SAMANIA COUNTY TREASURER

SKAMANIA COUNTY TREASURER

TS No.: WA-19-857173-SW

Title Order No.: 8753327

Trustor: CAROLYN R. MILLER UNMARRIED Deed of Trust Instrument/Reference No.: 2008169067

Deed of Trust book/page (if applicable):

Notice of Sale Instrument/Reference No.: 2019-001219

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FATICO submits this document for recordation as a courtesy for physical convenience only. FATICO has not examined this document for its validity, sufficiency, or effect, if any, upon title to the real property described herein.

TRANSFER TAX: \$0.00

## TRUSTEE'S DEED UPON SALE

A.P.N.: 02063410200000

The GRANTOR, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, as current Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Successor Trustee) under that Deed of Trust in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, all right title and interest to KEYBANK NATIONAL ASSOCIATION, as GRANTEE, to all real property (the "Property"), situated in the County of SKAMANIA, State of Washington, described as follows:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH ON SUBDIVISION LINE 660 FEET; THENCE WEST 288 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST 22 FEET, MORE OR LESS, TO THE COUNTY ROAD KNOWN AND DESIGNATED AS THE SKELTON CUT OFF ROAD; THENCE SOUTHERLY ALONG SAID SKELTON CUT OFF ROAD TO INTERSECTION THEREOF WITH THE NORTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 8 A DISTANCE OF 280 FEET; THENCE IN A STRAIGHT LINE IN A NORTHERLY DIRECTION 406 FEET TO THE INITIAL POINT.

Skamania County Assessor

**RECITALS:** 

Date 12-4-19 Parcel # 02 0 63 41 0200 000

 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 CAROLYN R. MILLER UNMARRIED, as original Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as original trustee, and KEYBANK NATIONAL ASSOCIATION, as original Beneficiary, dated 11/20/2007 and recorded 2/22/2008 as Instrument No. 2008169067 and modified as per Modification Agreement recorded 10/2/2012 as Instrument No. 2012181655 of the Official Records in the office of the Recorder of SKAMANIA, Washington.

- 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 \$75,000.00 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.
- 3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the current Trustee has no actual knowledge that the Property is used principally for agricultural or farming purposes.
- 4. That a Default 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 that the Trustee of record, transmitted the Notice of Default to the required parties, and that a copy of said Notice was posted or served in accordance with law.
- 5. The current Trustee has been instructed to exercise the power of sale in accordance with and under the relevant terms of the above referenced Deed of Trust and the Washington Deed of Trust Act.
- 6. That because the defaults specified in the "Notice of Default" were not cured, the Trustee of record, in compliance with the terms of the Deed of Trust, recorded on 7/16/2019 in the SKAMANIA County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. 2019-001219.
- 7. The Trustee of record fixed the place of sale as: at the main entrance to the Skamania County Courthouse, 240 Vancouver Ave., Stevenson, WA 98648, in the State of Washington, a public place, at 10:00 AM. 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 the statutory minimum number of days before the final sale; further, the Trustee of record 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 the sale, and once between the fourteenth and the seventh day before the date of the 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."
- 8. During foreclosure, no action, as referenced in RCW 61.21.030(4), by the beneficiary, its successors or assigns, was pending to seek satisfaction of the obligation in any court by reason of the borrower's or 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 to be performed and notices to be given, as provided in chapter 61.24 RCW.
- 10. That 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 11/22/2019, 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 the foreclosing beneficiary, the highest bidder therefore, as a credit bid for the sum of \$98,806.49. The foreclosing beneficiary instructed the GRANTOR to vest this Trustee's Deed into GRANTEE.

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 current Trustee made no representations to GRANTEE concerning the Property and that the current 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.

In witness thereof, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, as GRANTOR, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

| TS No.: <b>WA-19-857173-SW</b>  |  | . (  |
|---|--|--|
| Date: 11/26/19  | QUALITY LOAN<br>WA <del>SU</del> INGTON  | SERVICE CORPORATION OF   |
| . [   | By: Janice Stavee,   | Stavee<br>Assistant Secretary  |
| A notary public or other officer com<br>who signed the document to which<br>validity of that document.  |  |  |
| State of: Nashington County of: XIVA  |  |  |
| On NOV 2 6 2019 personally appeared AVIIC   | UCIVIC ATRIA   | a Batson a notary public, proved to me on the basis of                     |
| satisfactory evidence to be the person<br>acknowledged to me that he/she/they<br>that by his/her/their signature(s) on the<br>person(s) acted, executed the instrum | n(s) whose name(s) is/are subs<br>y executed the same in his/he<br>he instrument the person(s), or | scribed to the within instrument and r/their authorized capacity(ies), and |
| I certify under <i>PENALTY OF PERJ</i> foregoing paragraph is true and corre  | URY under the laws of the S  | tate of hat the  |
| WITNESS my hand and official seal.  | . (Seal)   | MEESHA BATSON NOTARY PUBLIC  |
| Signature   | Meesha Batson  | STATE OF WASHINGTON<br>COMMISSION EXPIRES<br>AUGUST 9, 2021                |