Skamania County, WA Total:\$105.50 Pgs=3

2019-002491

12/17/2019 03:00 PM

AFTER RECORDING RETURN TO:

Aztec Foreclosure Corp 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683

Request of: COLUMBIA GORGE TITLE

00002018201900024910030038

Recording Requested By First American Mortgage Solutions

SKAMANIA COUNTY REAL ESTATE EXCISE TAX 34249 DEC 17 2019

AFC No. 19-125298

SKAMANIA COUNTY TREASI

## TRUSTEE'S DEED

The GRANTOR, AZTEC FORECLOSURE CORPORATION OF WASHINGTON, as present 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 Bank of America, N.A., GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

Described in the Deed of Trust as: All that portion of land lying in the Southeast Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows: BEGINNING at the Northeast corner of Lot 3 of the SOBELLA SHORT PLAT, recorded under Auditor's File No. 2007166402, said point being the True Point of Beginning: thence North 88°36'32" West 314.65 feet; thence South 1°09'16" West 274.35 feet to the North line of Lot 2 of said SOBELLA SHORT PLAT; thence South 88°36'32" East 78.20 feet; thence South 1°09'16" West 397.29 feet; thence North 88°43'13" West 174.54 feet to the most Westerly line of Lot 3 of the SHORT PLAT; thence South 1°03'16" West 91.39 feet, also known as the Southwest corner of Lot 3 of said SHORT PLAT, thence South 88°43'13" East 422.04 feet to the Southeast corner of Lot 3 of said PLAT; thence North 0°12'50" East 762.41 feet to the TRUE POINT OF BEGINNING.

And more accurately described as: All that portion of land lying in the Southeast Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania. State of Washington, described as follows: Beginning at the Northeast corner of Lot 3 of the SOBELLA Short Plat, recorded under Auditor's File No. 2007166402, said point being the True Point of Beginning; thence North 88° 36' 32" West 314.65 feet; thence South 1° 09' 16" West 274.35 feet to the North line of Lot 2 of said SOBELLA Short Plat; thence South 88° 36' 32" East 78.20 feet; thence South 1° 09' 16" West 397.29 feet; thence North 88° 43' 13" West 174.54 feet to the most westerly line of Lot 3 of the SOBELLA Short Plat; thence South 1° 03' 16" West 91.39 feet, also known as the Southwest corner of Lot 3 of said Short Plat; thence South 88° 43' 13" East 422.04 feet to the Southeast corner of Lot 3 of said Short Plat; thence North 0° 12' 50" East 762.41 feet to the True Point of Beginning.

Skamania County Assessor

Abbrev. Legal: Lot 3 of the SOBELLA S/P #2007166402 Date 12-17-19 Parcel # 03.07.2466 110.300

Tax Parcel No.: 03-07-24-0-0-1103-00

## **RECITALS:**

- 1. This Conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Kevin G King, and Kristina E Heartman, husband and wife, as Grantors, to Recon Trust Company, N.A. as Trustee, and Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Bank of America, N.A., its successors and assigns, as Beneficiary, dated April 20, 2010, recorded April 22, 2010, as Instrument No. 2010175326 rerecorded on April 28, 2010, as Instrument 2010175351 records of Skamania County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one (1) promissory note in the sum of \$368,207.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Bank of America, N.A., its successors and assigns, 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 "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made 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. Bank of America, N.A., then being the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee 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 Trustee, in compliance with the terms of said Deed of Trust, executed and on July 30, 2019, recorded in the office of the Auditor of Skamania County, Washington, a "Notice of Trustee's Sale of said property as Auditor's No. 2019-001310.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as At the main entrance to the Skamania County Courthouse, 240 Vancouver Ave.,, Stevenson, WA, a public place at 10:00 am, 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 in compliance with the requirements of RCW 61.24.031 and RCW 61.24.040; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of the sale and once between the fourteenth and seventh day before the date of the sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted or served to or 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.

- During the foreclosure, no action was pending on an obligation secured by said Deed of 8.
- All legal requirements and all provisions of said Deed of Trust have been complied with, 9. as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
- The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days 10. prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on December 6, 2019, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property herein above described, for the sum of \$301,560.00.

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 the Property was purchased in the context of a foreclosure and 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.

DATED this

AZTEC FORECLOSURE CORPORATION OF WASHINGTON

Zagariya, Vice President

STATE OF WASHINGTON ) SS.

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this // day of December 2019. by Inna D. Zagariya on behalf of Aztec Foreclosure Corporation of Washington.

My Comm. Expir July 12, 2023 No. 209410

Notary Public

My Commission Expires: 7/12/2023