

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *First Independent*

MAY 5 1 28 PM '93

NOTICE OF TRUSTEE'S SALE

*P. Sawry*  
AUDITOR

GARY H. OLSON

116170

I. BOOK 135 PAGE 99

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 10th day of September, 1993, at the hour of 10:30 a.m., at the Skamania County Courthouse, 240 Vancouver Avenue, Main Entrance (parking lot entrance) in the City of Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property situated in the County of Skamania, State of Washington, to-wit:

PARCEL NO. 1:

That portion of the Southeast quarter of the Southeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

BEGINNING at a point 30 feet North and 80 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of the said Section 20; thence North 90 feet; thence East 57 feet; thence South 90 feet; thence West 57 feet to the point of beginning; and

PARCEL NO. 2:

Lots 11, 12 and 13 of Chester R. Nelson Subdivision in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, according to the official plat thereof on file and of record in Book "A" of Plats at Page 111, the Office of the Auditor of Skamania County, Washington.

which is subject to that certain Deed of Trust dated October 19, 1982, recorded October 19, 1982, in Book 58, Page 901, under Auditor's File No. 94901, Mortgage Records of Skamania County, Washington, from Hubert D. Smith and Danna L. Smith, husband and wife, as Grantor, to Safeco Title Insurance Company, a California corporation, as Trustee, to secure an obligation in favor of Columbia Gorge Bank, a Washington corporation, as Beneficiary, the beneficial interest of which was purchased by First Independent Bank through its acquisition of Columbia Gorge Bank.

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2101

II.

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No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's default on the obligation secured by the Deed of Trust.

III.

The default for which this foreclosure is made is as follows: Failure to make the February, 1993 monthly payment plus late charges, and the February 26, 1993 final payment in the amount of \$93,809.83.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$93,809.83, together with interest as provided in the Note or other instrument secured from the 15th day of March, 1993, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrance on the 10th day of September, 1993. The default(s) referred to in Paragraph III must be cured by the 31st day of August, 1993 (eleven [11] days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 31st day of August, 1993 (eleven days before the sale date), the default(s) as set forth in Paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated at any time after the 31st day of August, 1993 (eleven days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest at the following address:

Hubert D. and Danna L. Smith  
dba Carson Builders Supply  
P.O. Box 100  
Carson, Washington 98610

by both First Class and Certified Mail on the 12th day of March, 1993, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 18th day of March, 1993, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.


The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through, or under the Grantor of all their interests in the above-described property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain this sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale.

  
MALCOLM E. JOHNSON, Trustee  
WILLIAMS, KASTNER & GIBBS  
1220 Main Street, Suite 510  
Vancouver, Washington  
[206] 696-0248

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STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me MALCOLM E. JOHNSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of April, 1993.

LONNI MARTIN  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MAY 26, 1994

Lonni Martin  
Notary Public in and for the State of  
Washington, residing at Vanover  
My commission expires: May 26, 1994