

FILED FOR RECORD  
SKAMANIA COUNTY WASH

By Knapp, Odell &  
Lewis  
May 10 2 16 PM '94

P. Lavy  
Auditor  
GARY H. OLSON

NOTICE OF TRUSTEE'S SALE

119390

I

BOOK 143 PAGE 40

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 19th day of August, 1994, at the hour of 10:00 o'clock a.m. at the north entrance of the Skamania County Court House, 2nd and Russell Streets 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 real property, situated in the County of Skamania, State of Washington, to-wit:

Lots 9 and 10 of Block Five of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON, according to the official plat thereof on file and of record at Page 21 of Book A of Plats, in the County of Skamania, State of Washington.

EXCEPT the following described tract:

Beginning at the Northwesterly corner of the said Lot 9; thence North 55 degrees 30 minutes East 100 feet to the Northeasterly corner of the said Lot 10; thence South 34 degrees, 30 minutes East 8 feet; thence South 55 degrees, 30 minutes West 50 feet; thence North 34 degrees, 30 minutes West 2 feet; thence South 55 degrees, 30 minutes West 33 feet; thence South 34 degrees, 30 minutes East 2 feet; thence South 55 degrees, 30 minutes West 17 feet to the Westerly line of the said Lot 9; thence North 34 degrees, 30 minutes West to the point of beginning.

which is subject to that certain Deed of Trust dated July 15, 1992, recorded July 24, 1992, under Auditor's File No. 114058, records of Skamania County, Washington, from Daniel S. Cain and Karla A. Cain, husband and wife, as Grantor to Transamerica Title Company, as Trustee, to secure an obligation in favor of Riverview Savings Bank, as Beneficiary. The Trustee has resigned, and Riverview Services, Inc. has been appointed Successor Trustee by instrument recorded under Auditor's File No. 119289.

II

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(s) for which this foreclosure is made is/are as follows:

1. Failure to pay 1992, 1993, and 1994 real property taxes plus interest and penalties.

2. Failure to pay when due the following amounts which are now in arrears:

- a. Five monthly payments of \$260.91 each for a total of \$1,304.55.
- b. Four late charges of \$13.05 each for a total of \$52.20.

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## IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$11,449.49, together with interest as provided in the note or other instrument secured from the 1st day of December, 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 expenses 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 encumbrances on the 19th day of August, 1994. The default(s) referred to in Paragraph III must be cured by the 8th day of August, 1994 (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 8th day of August, 1994, (11 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 any time after the 8th day of August, 1994 (11 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, and 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:

Karla Cain  
P. O. Box 764  
Stevenson, WA 98648

Daniel Cain  
8701 E. Mill Plain Blvd.  
Vancouver, WA 98664

by both first class and certified mail on the 8th day of April, 1994, proof of which is in the possession of the Trustee; and on the 8th day of April, 1994, the Grantor or Grantor's successor in interest was personally served 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 of their interest in the above-described property.

## IX

Anyone having any objection to the sale on any ground whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the 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.

Notice of Trustee's Sale

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DATED this 10<sup>th</sup> day of May, 1994.

RIVERVIEW SERVICES, INC.

By: [Signature] Sec.  
700 N.E. Fourth Street  
Camas, WA 98607  
(206) 834-2231

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this 10<sup>th</sup> day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Phyllis Kreibich, to me known to be the Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public in and for the State of  
Washington, Residing at [Address]  
My appointment expires: 10-12-97

