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FILED FOR RECORD
SKAMIA CO. WASH
BY SKAMIA CO. TITLE

MAR 10 2 38 PM '97

G. Bartels
AUCTION
GARY N. OLSON

AFTER RECORDING RETURN TO:

Bishop & Lynch, P.S.
720 Olive Way, #1600
Seattle, WA 98101-1801

SE 72 10521

300-5820
Document Title(s):

Notice of Trustee's Sale

Reference Number(s) of Documents assigned or released:

118629

Grantor:

1. DCBL, Inc., Trustee

Grantee:

1. Robert C. Hamilton and Doris F. Hamilton, Husband and Wife, Grantor

Abbreviated Legal Description as follows:

A TRACT OF LAND IN THE SW 1/4 OF SEC 31, TS 2N, R 5E, W.M.

Complete legal description is on ~~EXHIBIT~~ of document
Page 5

Assessor's Property Tax Parcel/Account Number(s):

02-05-31-3-0-0502-00

Searched ☒
Indexed, Dig. ☒
Filed ☒
Clerk ☒
Notary ☒

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AFTER RECORDING RETURN TO:

BISHOP & LYNCH, P.S.
720 Olive Way, Suite 1600
Seattle, WA 98101
Ref: Hamilton, 300-5820.01

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on June 13, 1997 at 10:00 a.m. at the front entrance of the Skamania County Courthouse located at 2nd and Russell Streets in the City of Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in the County of Skamania, State of Washington, to-wit;

See Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference.

(commonly known as M.P. 9.28R S.R. 140, Washougal, WA 98671)

which is subject to that certain Deed of Trust dated January 21, 1994, recorded January 31, 1994, under Auditor's File No. 118629, records of Skamania County, Washington, from Robert C. Hamilton and Doris F. Hamilton, Husband and Wife, as Grantor, to Chicago Title Insurance Co, as Trustee, to secure an obligation in favor of Home Lending Associates, Inc. as beneficiary, whose interest was assigned to Capstead, Inc under Auditor's filing no. 122437. The sale will be made without any warranty concerning the title to, or the condition of the property.

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.

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Notice of Trustee's Sale (Continued)

III

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

- i) Failure to pay when due the following amounts which are now in arrears:

Monthly Payments:

Delinquent monthly payments from August 1, 1996 through March 1, 1997

7	Payment(s) at	\$1,323.64	\$9,265.48
1	Payment(s) at	\$1,334.44	1,334.44

Late Charges:

7	Late Charge(s) at	\$48.71
	for each monthly payment not made	
	within 15 days of its due date:	340.97

Past Due Late Charges 0.00

TOTAL \$10,940.89

- ii) Default Description of Action Required to Cure and Documentation Necessary to Show Cure

None None

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$127,037.71, together with interest from July 1, 1996 as provided in the note or other instrument, 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 encumbrances on June 13, 1997. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by June 2, 1997 (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 June 2, 1997 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after

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Notice of Trustee's Sale (Continued)

June 2, 1997 (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(es):

See Exhibit "B" attached hereto and incorporated herein by this reference.

by both first class and certified mail on January 28, 1997, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on February 4, 1997, 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 interest in the above-described property.

IX

Anyone having any objections to this sale on any grounds 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

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Notice of Trustee's Sale (Continued)

to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

DATED: March 7, 1997

DCBL, INC., Successor Trustee

By:

Lorraine E. Graeff
Lorraine E. Graeff

Assistant Vice President

Address: BISHOP & LYNCH, P.S.
720 Olive Way, #1600
Seattle, WA 98101

Telephone: (206) 622-7527

State of Washington)

County of King)

ss.

On this 7th day of March, 1997, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lorraine E. Graeff, to me known to be the Assistant Vice President of DCBL, INC., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Trudie Walsh
TRUDIE WALSH

NOTARY PUBLIC in and for the
State of Washington, residing
at My Appt. Exp: 7/15/00.

Hamilton, 300-5820 01
FORBASS/ALLMSDOC.FRM REV 3/5/94

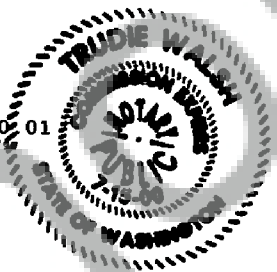


EXHIBIT "A"

A Tract of land in the Southwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 31; thence Southeasterly along the North line of Malfait Road 309.53 feet to the True Point of Beginning; thence continuing Southeasterly along said North line 346.61 feet to the Westerly right of way line of S.R. 140; thence North 35 degrees 50' 24" East 60.00 feet to the Easterly line of said S.R. 140; thence Northwesterly along said line following the arc of a curve to the right having a radius of 284.99 feet, through a central angle of 25 degrees 06' 21" an arc distance of 124.88 feet; thence North 29 degrees 03' 15" West, 370.93 feet to the beginning of a curve to the left; thence following said curve having a radius of 460.00 feet through a central angle of 4 degrees 58' 30", an arc distance of 33.94 feet; thence South 46 degrees 51' 45" East, 60.88 feet to the Westerly line of said S.R. 140; thence following an unnamed creek South 21 degrees 32' 34" West 59.30 feet; thence South 61 degrees 59' 07" West, 56.00 feet; thence South 48 degrees 47' 30" West, 39.09 feet; thence leaving said creek and running South 1 degrees 37' 45" West, 35.20 feet; thence South 29 degrees 03' 15" East, 111.25 feet; thence South 1 degree 37' 45" West, 192.47 feet to the True Point of Beginning.

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EXHIBIT B

Robert C. Hamilton
M.P. 9.28R S.R. 140
Washougal, WA 98671

Doris F. Hamilton
M.P. 9.28R S.R. 140
Washougal, WA 98671

Occupants of the Premises
M.P. 9.28R S.R. 140
Washougal, WA 98671

Robert C. Hamilton
9302 Washougal River Road
Washougal, WA 98671

Doris F. Hamilton
9302 Washougal River Road
Washougal, WA 98671

FOR BASE ALL NDDOC.FRM REV. 1/28/97
VDF

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