

BOOK 198 PAGE 303

137873

FILED
SKAMANIA COUNTY
CLARK COUNTY TITLE

APR 14 11 40 AM '00
Amoser
GARY M. OLSON

AND WHEN RECORDED MAIL TO:

Buckley & Associates, Inc.
26522 La Alameda, Suite #200
Mission Viejo, California 92691

space above this line for recorder's use

Loan No.: 11634805

Title Order No. 9014205

TS #: WA-12870

65409

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington
Chapter 61.24 et. seq.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, JOHN W. KLEIN, ATTORNEY AT LAW, SUCCESSOR TRUSTEE, will on 7/14/2000, at 10:00 AM at THE MAIN ENTRANCE TO SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVE., STEVENSON, WA, will 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:

ABBREVIATED LEGAL DESCRIPTION: #600 SECTION 6, TOWNSHIP 1, RANGE 5

PLEASE SEE ATTACHED EXHIBIT A-1 FOR COMPLETE LEGAL DESCRIPTION

And commonly known as: 122 SPORTSMAN ROAD
WASHOUGAL, WASHINGTON 98671

Tax Account No. 01-05-08-1-0-0800-00

which is subject to that certain Deed of Trust dated 8/19/1998, and filed for record in the office of the SKAMANIA Recorder, State of Washington, on 8/28/1998, under Auditor's File No. 132684, Book 180, Page 798 of Official Records, from ROBERT W. GAUDET AND LORNA M. GAUDET, HUSBAND AND WIFE, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of C-PAC MORTGAGE, A WASHINGTON CORPORATION, as Beneficiary, the beneficial interest in which was assigned by C-PAC MORTGAGE, A WASHINGTON CORPORATION to BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE

II.

No action commenced by the Beneficiary of the Deed of Trust is now 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.

III.

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

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

PAYMENTS FROM 7/1/1999	\$28,150.46
LATE CHARGES	\$1,197.60
ADVANCES/EXPENSES	\$1,502.02
FORECLOSURE FEES & COSTS	\$2,845.10
TOTAL DUE AS OF 7/3/2000	\$33,695.18

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$219,167.55, together with interest as provided in the Note or other instrument secured from 6/1/1999, 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 7/14/2000. The defaults referred to in Paragraph III must be cured by 7/3/2000, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 7/3/2000 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 7/3/2000 (11 days before the sale date) and before the sale, by the Grantor, any Guarantor, 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 Borrower and Grantor at the following addresses:

SEE ATTACHED EXHIBIT 'A'

by both first class and certified mail on 11/15/1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on 11/13/1999, 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 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 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.

X.

NOTICE TO OCCUPANTS OR TENANTS
(If applicable under RCS 61.24.040(9))

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

DATED: April 12, 2000




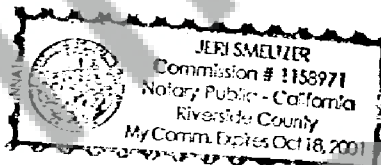
JOHN W. KLEIN, ATTORNEY AT LAW, SUCCESSOR TRUSTEE

State of California) ss.
County of Orange)

On April 12, 2000, before me, the undersigned, personally appeared JOHN W. KLEIN known to me to be the individual that executed the within and foregoing instrument, acknowledged the said instrument to be a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this day and year.


By: JERI SMELTZER
Notary Public in and for the State of California
My Commission expires: 10-18-01



For further information please contact:

The Buckley Firm - Foreclosure Department
26522 La Alameda, Ste. 200
Mission Viejo, CA 92691
(949) 348-8300

GARY'S PROCESS SERVICE
108 WELLS AVE SOUTH
RENTON, WA 98055
(800) 500-2776

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ROBERT W. GAUDET
122 SPORTSMAN ROAD
WASHOUGAL, WASHINGTON 98671
P164433

ROBERT W. GAUDET
122 SPORTSMAN ROAD
WASHOUGAL, WASHINGTON 98671
First Class

LORNA M. GAUDET
122 SPORTSMAN ROAD
WASHOUGAL, WASHINGTON 98671
P164434

LORNA M. GAUDET
122 SPORTSMAN ROAD
WASHOUGAL, WASHINGTON 98671
First Class

Exhibit A-1

A tract of land in the North half of the Northeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the center line of the State Highway at the low water mark on the East bank of the Washougal River, which point is South $89^{\circ}31'$ West 122.77 feet from the Northeast corner of said Section 6; thence South 165.40 feet and West 429.09 feet to the initial point of the tract hereby described and which point is marked by an iron bar; thence Westerly along a curve to the left with a radius of 150 feet bearing South $07^{\circ}07'$ West 12.96 feet through a central angle of $04^{\circ}57'07''$; thence North 87° West 52.39 feet; thence along a curve to the right with a radius of 50 feet bearing North 03° East 27.05 feet through a central angle of 31° ; thence North 56° East 55.05 feet; thence North $11^{\circ}25'$ East 117.01 feet to the low water line of the Washougal River; thence along said low water line South $87^{\circ}26'$ East 120 feet; thence $02^{\circ}34'$ West 152.73 feet to the initial point.