

138779

BOOK 201 PAGE 438

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attn: Julie Nelson
500 Galland Building
1221 Second Avenue
Seattle, WA 98101

FILED
SKAMANIA COUNTY
CLERKAUG 4 3 11 PM '99
J. MOSER

CLERK

SCR 23430

NOTICE OF TRUSTEE'S SALE

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

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Grantee(s):	Patricia D. and James T. Johnson
Legal Description (abbreviated):	A tract of land in Section 28, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.
<input checked="" type="checkbox"/> Complete legal on EXHIBIT A.	
Assessor's Tax Parcel Identification No(s):	02-05-28-1-0-0203-00
Reference No. of Related Documents:	113471

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on November 10, 2000, at the hour of 11:00 a.m., outside the front entrance, Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skamania, State of Washington, to-wit:

See Exhibit "A" attached hereto and incorporated by this reference as though fully set forth herein;

the postal address of which is commonly known as MP2R Labarre Road, Washougal, Washington 98671; which property is subject to that certain Deed of Trust dated May 1, 1992, and recorded on May 7, 1992, under Auditor's File No. 113471, records of Skamania County,

Notice of Trustee's Sale

Page 1

BOOK 201 PAGE 439

Washington, from Patricia D. and James T. Johnson, husband and wife, as Grantor, to Chicago Title Insurance Company, a Washington corporation, as Trustee, to secure an obligation in favor of Continental Savings Bank, a Washington state chartered savings bank, as Beneficiary.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on February 5, 1999, in Book 186, Page 305, records of Skamania County, Washington.

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 defaults for which this foreclosure is made are as follows:

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

20 Monthly Payments of \$792.25, due on January 1, 1999, through August 1, 2000:	\$16,478.80
--	-------------

19 Late Charges of \$31.69 each, due on each monthly payment not paid within 15 days of its due date, for monthly payments due on January 1, 1999, through July 1, 2000:	\$602.11
--	----------

Advances by Lender:

Additional Late Charge Balance:	\$121.72
---------------------------------	----------

Attorneys Fees and Costs for Related Bankruptcy Action:	\$229.90
---	----------

Unapplied Funds to be Credited towards the Account:	(\$215.50)
---	------------

TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:	<u>\$17,217.03</u>
--	---------------------------

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$70,522.23, together with interest as provided in the Note or other instrument secured from

Notice of Trustee's Sale

Page 2

December 1, 1998, 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 November 10, 2000. The defaults referred to in paragraph III must be cured by October 30, 2000 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before October 30, 2000 (11 days before the sale date) 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 October 30, 2000 (11 days before the sale) and before the sale by the Borrower, 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:

Patricia D. Johnson
1972 Labarre Road
Washougal, WA 98671

James T. Johnson
1972 Labarre Road
Washougal, WA 98671

James T. Johnson
MP2R Labarre Rd.
Washougal, WA 98671

James T. Johnson
171 Sea Breeze Loop S.E.
Ocean Shores, WA 98569

Charles Buckley
900 Washington Street, #760
Vancouver, WA 98660

Patricia D. Johnson
MP2R Labarre Rd.
Washougal, WA 98671

James T. Johnson
c/o John D. Morse
P.O. Box 61566
Vancouver, WA 98666-1566

by both first class and certified mail on June 23, 2000 and June 27, 2000, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 27, 2000, 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.

BOOK 261 PAGE 441

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

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 occupant 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.

XI.

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

DATED this 1st day of August, 2000.

TRUSTEE:

HILLIS CLARK
MARTIN & PETERSON, P.S.

By

Joseph M. Ahern

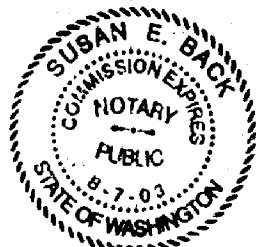
1221 Second Avenue, #500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

BOOK 201 PAGE 442

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Joseph M. Ahern, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service 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 stated that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 1st day of August, 2000.



#156212 10001-2491 3cj801! doc 8/1/2000

Susan E. Back
Name SUSAN E. BACK
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My appointment expires 8-7-03

EXHIBIT "A"

A tract of land in Section 28, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the Southerly side of the Right of Way of the LaBarre County Road which point is South 1,319.88 feet and West 1,688.77 feet from the Northeast corner of said Section 28; thence $46^{\circ} 42' 23''$ East 561.61 feet; thence South $44^{\circ} 00' 44''$ West 410.18 feet; thence North $41^{\circ} 38' 34''$ West 572.46 feet to the County Road Right of Way; thence through a curve to the right with a radius of 138.52 feet through a central angle of $43^{\circ} 00' 00''$ a distance of 103.86 feet; thence North $59^{\circ} 43' 00''$ East 50.92 feet; thence along a curve to the left with a radius of 290.44 feet through a central angle of $19^{\circ} 03' 00''$ a distance of 91.50 feet; thence North $41^{\circ} 40' 00''$ East 119.33 feet to the Point of Beginning.