

140065

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AFTER RECORDING RETURN TO:
Roger W. Jones, Jr.
1201 Third Avenue, Ste. 3400
Seattle, WA 98101-3034

FILED FOR RECORD
SKAMANIA CO. WASH
By Roger W. Jones, Jr.

JAN 4 3 26 PM '01

GARY M. OLSON

NOTICE OF TRUSTEE'S SALE

File No.: 1369.190
Grantor: Roger W. Jones, Jr.
Grantee: Public/Emter
Legal Descrip.: Ptn NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec 12, T1N, R5E, W.M.
Parcel No.: 01050100160000

1. NOTICE IS HEREBY GIVEN that the undersigned Successor Trust-
will on April 6, 2001, at the hour of 9:30 a.m., on
the front steps of the main entrance of the Skamania County
Courthouse, 240 Vancouver, Stevenson, WA, sell at public auc-
tion 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:

(legal description attached)

(commonly known as Mile Post 28, 104 SR 14, Washougal, WA
Washington), which is subject to that certain Deed of Trust
dated Feb. 24, 1998, recorded Feb. 26, 1998, under Record-
ing No. 130631, records of Skamania County, Washing-
ton, from Mark J. Emter, as Grantor(s),
to Clark County Title, as Trustee, to secure an
obligation in favor of Commercial Credit Corporation, as
Beneficiary, the beneficial interest in which was assigned to
under an Assignment recorded
under Recording No. _____

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

3. The default(s) for which this foreclosure is made is the
failure to make the monthly payment due January 2, 2000, and

all monthly payments due thereafter, plus late charges, and other amounts as indicated, which amounts are now in arrears; to wit:

Total monthly payments in arrears	\$ 1,910.43
Total late charges	186.36
Total amount in arrears	\$ 2,096.79

Further default are delinquent real property taxes, 1998 to date.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal \$10,688.67, together with interest as provided in the note or other instrument secured, from the date one month preceding the date set forth in paragraph 3, advances (if any), and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

5. 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 the date set forth in paragraph 1. The default(s) referred to in paragraph 3, together with any subsequent monthly payments, late charges, advances and costs and fees hereafter due, must be cured by March 26, 2001 (11 days before the sale date), to cause a discontinuance of the sale and termination of the foreclosure. The sale may be terminated at any time after the date set forth in paragraph 3, and before the sale, only by the Grantor(s) or the Grantor(s)' successor(s) in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust set forth in paragraph 4, plus costs, fees and any advances made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

6. A written Notice of Default was transmitted by the Successor Trustee to the Grantor(s) or the Grantor(s)' successor(s) in interest at the common address set forth immediately below the legal description in paragraph 1, and to

by both first class and certified mail on December 1, 2000, and on November 30, 2000, the Notice of Default was posted in a conspicuous place on the real property described in paragraph 1, or the Grantor(s) or their successor(s) in interest were personally served with said written Notice of Default. The Successor Trustee has in his possession proof of said mailing and posting or personal service.


7. The Successor 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 sale.

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

9. 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. All inquiries regarding this foreclosure action must be directed to the undersigned at the address/telephone number set forth below.


10. 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.


Roger W. Jones, Jr., Successor Trustee
1201 Third Ave., Ste. 3400
Seattle, WA 98101-3034
(206) 326-5709

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know that Roger W. Jones, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: December 29, 2000


Linda Blanchard, Notary Public
My appointment expires: 12/1/02



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That portion of the Northwest quarter of the Northwest quarter of Section 12, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point 611.2 feet South and 242.7 feet East of the Northwest corner of the said Section 12, said point being on the Southerly right of way line of Primary State Highway No. 8; thence South $27^{\circ}06'$ East 168.2 feet; thence North $40^{\circ}10'$ East 108.6 feet to a point located in the center of the existing County Road; thence in a Northwesterly direction along the center line of said County Road 72.6 feet to a point on the Southerly right of way line of Primary State Highway No. 8; thence Westerly along the Southerly right of way line of said Highway 93.6 feet to the point of beginning.

EXCEPT that portion lying within the right of way of County Road.