

140270

BOOK 206 PAGE 367

AFTER RECORDING RETURN TO:  
Law Offices of Karen L. Gibbon, P.S.  
6317 Phinney Avenue North  
Seattle, WA 98103

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY WILLAMETTE CO. TITLE

FEB 2 11 41 AM '01

GARY  
AUDITOR  
GARY H. OLSON

### 2<sup>nd</sup> Amended NOTICE OF TRUSTEE'S SALE

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

TO: David Treece  
Diana Treece

Occupants  
Bank of Yorba Linda

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Karen L. Gibbon, P.S., will on May 11th, 2001, at the hour of 10:00 AM, at Outside the front entrance of the Skamania County Courthouse, 240 Vancouver Avenue, 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 described real property, situated in the County of Skamania, State of Washington, to wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS: LOT 2 OF THE WAYNE CLEMONS SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 282, SKAMANIA COUNTY RECORDS. (TAX PARCEL NO. 02-05-30-0-0-1401-00)

(commonly known as 723 Panda Rd., Washougal, WA 98671), which is subject to that certain Deed of Trust, dated October 2, 1998, recorded October 13, 1998, under Auditor's File No. 133082 records of Skamania County, Washington, from David Treece and Diana Treece, husband and wife, as Grantors, to Skamania County Title Company, as Trustee, to secure an obligation in favor of The Bank of Yorba Linda, a division of BYL Bank Group, as Beneficiary.

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 for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

#### Monthly payments:

1 partial payment(s) at \$2,229.56,  
(January 1, 2000

\$2,229.56

12 monthly payment(s) at \$3,424.85,  
(February 1, 2000 - January 1, 2001).

\$41,098.20

Accrued late charges:

\$0.00

Less suspense or rents received:

\$0.00

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$43,327.76

By: \_\_\_\_\_  
Auditor's File No. \_\_\_\_\_  
Date: \_\_\_\_\_

Default other than failure to make monthly payments:

None

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$417,931.57, together with interest as provided in the note or other instrument secured from December 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on May 11th, 2001. The defaults referred to in paragraph III must be cured by April 30th, 2001 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before April 30th, 2001 (11 days before the sale) 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 April 30th, 2001 (11 days before the sale date), and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest 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 or Grantor at the following addresses:

David Treece  
Diana Treece

Both At: 723 Panda Rd.  
Washougal, WA 98671

by both first class and certified mail on March 8, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 13th, 1999, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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 R.C.W. 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.

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: January 30, 2001.

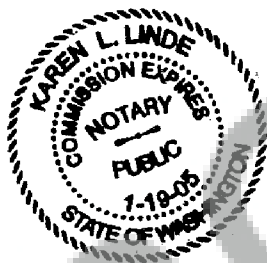
KAREN L. GIBBON, P.S., Successor Trustee

By: *KLG*  
KAREN L. GIBBON, President  
LAW OFFICES OF KAREN L. GIBBON, P.S.  
6317 Phinney Avenue North  
Seattle, WA 98103  
(206) 782-1456

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF KING         )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KAREN L. GIBBON, to me known to be the President of the corporation that executed the foregoing NOTICE OF TRUSTEE'S SALE, 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 she is authorized to execute the said instrument.

Given under my hand and official seal on January 30, 2001.



*Karen L. Linde*  
Karen L. Linde  
Notary Public in and for the  
State of Washington, residing at: Seattle  
My commission expires: January 19, 2005