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FILED IN RECORD
SEATTLE, WASH.
BY *Evan D. Hull*

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U. Bartel

J. MICHAEL GARRISON

AFTER RECORDING MAIL TO:

Name Evan D. Hull

Address 1210 Daniels St.

City/State Vancouver, WA 98660-2912

Document Title(s): (or transactions contained therein)

1. NOTICE OF TRUSTEE'S SALE

2.
3.
4.

Reference Number(s) of Documents assigned or released:

139588

Additional numbers on page of document

Grantor(s): (Last name first, then first name and initials)

1. HULL, EVAN D., *Trustee*

2.
3.
4.

5. Additional names on page of document

Grantee(s): (Last name first, then first name and initials)

1. THE PUBLIC

2. TOWNSLEY, KENNETH

3.
4.

5. Additional names on page of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

N1/2 S1/2 NW1/4 SEC 8, T1N R5E WM and W 13 AC S1/2 S1/2 NW1/4 SEC 8 T1N R5E
WM

Complete legal description is on page 1 of document

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

01-05-08-0-0-0808-00

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RECORDPA



NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Trustee, EVAN D. HULL, Attorney at Law, will on February 28, 2003, at the hour of 10:00a.m. at the main entrance to the Skamania County Courthouse, 240 Vancouver Ave., Stevenson, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of Skamania, State of Washington:

A parcel of land located in the North Half of the South Half of the Northwest Quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as:

Commencing at the Northwest corner of Lot 1 of the Robert D. Ferguson Short Plat No. 3 as recorded in Book 2 of Short Plats, Page 74, Skamania County Records; thence West along the North line of the South Half of the Northwest Quarter of said Section 8 to the West line of said section; thence South along said West line 669.52 feet to the South line of the North Half of the South Half of the Northwest Quarter of said Section 8; thence East along said South line 990 feet, more or less, to the Southwest corner of Lot 2 of said Short Plat No. 3; thence North along the West line of said Lots 2 and 1 to the point of beginning. (This parcel formerly being described as Lots 3 and 4 of said Short Plat No. 3 which lots are now vacated.)

Together with the West 13 acres of the South Half of the South Half of the Northwest Quarter of said Section 8.

Tax parcel number: 01-05-08-0-0808-00

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The Property is subject to that certain Deed of Trust dated September 28, 2000, recorded November 7, 2000 in Book 204, page 166, of Deeds of Trust, under Auditor's number 139588, records of Skamania County, Washington, from Kenneth Townsley, as Grantor, to Charter Title as Trustee, in favor of Leona May Stovall, 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 the monthly payments on the promissory note which became due on September 1, 2000, and all subsequent monthly payments, plus other costs and fees as set forth therein.

Failure to pay the balance of the promissory note on or about September 1, 2002.

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

Note balance of \$24,000.00 as of September 1, 2002.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$24,000.00, together with interest thereon as provided in the promissory note secured from the 28th day of September, 2000, 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 expenses 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 February 28, 2003. The default referred to in paragraph III. must be cured by February 17, 2003 (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 February 17, 2003, (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 at any time after February 17, 2003, (11 days before the

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sale date) 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:

Kenneth Townsley, P. O. Box 191, Washougal, WA 98671.

by both first class and certified mail on September 20, 2002, proof of which is in the possession of the Trustee; and on September 28, 2002, the Borrower and Grantor was personally served 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.

VII.

The Trustee's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of 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 same 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.

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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 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 this 19th day of November, 2002.

Evan D. Hull

Evan D. Hull, Attorney at Law
Trustee
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(360) 693-7455