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AFTER RECORDING, RETURN TO:

Brian R. Heurlin Heurlin, Potter, Jahn, Leatham & Holtmann, P.S. P.O. Box 611 Vancouver, WA 98665-0611

NOTICE OF TRUSTEE'S SALE

Grantor: Thomas A. Alway and Shelly L. Alway

Successor Trustee: Heurlin, Potter, Jahn, Leatham & Holtmann, P.S.

Beneficiary: Riverview Savings Bank

Deed of Trust dated August 19, 1992 and recorded August 24, 1992

Auditor's Filing No.: 114251

Abbreviate Legal Description: Section 25, Township 3 North, Range 7 East

Tax Account No. 03-07-25-2-0-0117-00

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee will on April 4, 2003, at the hour of 10:00 a.m. at the front entrance to the Skamania County Courthouse at 240 Vancouver Avenue, Stevenson, 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 parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

> Lot 1 of the Mel Stewart Short Plat as recorded in Book 3 of Short Plats, Page 137, Skamania County Records.

which is subject to that certain Deed of Trust dated August 19, 1992, recorded August 24, 1992 under Auditor's File No. 114251, records of Skamania County, Washington, from Thomas A. Alway and Shelly L. Alway, as Grantor, to TransAmerica Title Company, as Trustee, and which has now been replaced by Heurlin, Potter, Jahn, Leatham & Holtmann, P.S., as Successor Trustee, to secure an obligation in favor of Riverview Savings Bank, as Beneficiary. NOTICE OF TRUSTEE'S SALE - 1

No action commenced by the Beneficiary of the Deed of Trust or Beneficiary's successor 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.

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

Failure to pay the following past due amounts, which are in arrears:

Monthly Principal and Interest Payments, 8/1/02 through 12/17/02 \$7,765.55 Late Fees 388.25 TOTAL PAST DUE AMOUNTS \$<u>8,153.80</u>

Defaults other than failure to make monthly payments: b.

> Real Property Taxes (second half of 2002, plus interest and penalties)

789.20

Failure to comply with the following terms of the Deed of Trust:

Failure to pay real estate taxes described above.

The sum owing on the obligation secured by the Deed of Trust referenced in I. above is: Principal \$79,114.74, together with interest as provided in the Note or other instrument secured and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

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 April 4, 2003. The default(s) referred to in paragraph III must be cured by March 24, 2003 (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 March 24, 2003 (11 days beforé the sale date), the default(s), as set forth in paragraph III is/are cured and all payments becoming due (or interest accrued if the entire obligation is due) hereafter are paid and the Successor Trustee's fees and costs are paid. The sale may be terminated any time after March 24, 2003 (11 days before the sale), and before the sale by the Borrower, Grantor, any Guarantor, or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest

NOTICE OF TRUSTEE'S SALE - 2

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 Successor Trustee to the Borrower and Grantor or the Grantor's successor in interest at the following address:

Thomas A. Alway PO Box 1189 Stevenson, WA 98648

Shelly L. Always 13411 Squire Drive Oregon City, OR 97045

Thomas A. Alway and Shelly L. Alway MP .44L Stewart Road Stevenson, WA 98648

Thomas A. Alway and Shelly L. Always
461 Stewart Road
Stevenson, WA 98648

by both First Class and Certified Mail, Return Receipt Requested, on November 15, 2002, proof of which is in the possession of the Successor Trustee; and the Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above on November 15, 2002 and the Successor Trustee has possession of proof of such service or posting.

VII.

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 the sale.

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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.

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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 occupants and tenants. After the 20th NOTICE OF TRUSTEE'S SALE - 3

day following the sale the Purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Ch. 59.12 RCW.

XI.

The Successor Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The deed of trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Successor Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the deed of trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Successor Trustee will not provide legal advice concerning the foreclosure. The Successor Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issue, or other information about the real property being foreclosed should obtain all such information independently.

HEURLIN, POTTER, JAHN, LEATHAM & HOLTMANN, P.S., Successor Trustee

Brian R. Heurlin

211 E. McLoughlin Blvd., Suite 100

P.O. Box 611

Vancouver, Washington 98666-0611

Phone: (360) 750-7547

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STATE OF WASHINGTON)

County of Clark

I certify that I know or have satisfactory evidence that BRIAN R. HEURLIN signed this instrument as the President of Heurlin, Potter, Jahn, Leatham & Holtmann, P.S., Successor Trustee of that certain Deed of Trust dated August 19, 1992, and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of December, 2002.

NOTARY DE LA CONTRACTOR
Notary Public for Washington
My Commission Expires: 11 1 205
Residing at:

NOTICE OF TRUSTEE'S SALE - 5

AFFIDAYIT OF MAILING

STATE OF WASHINGTON)

County of Clark

I, Debi Bradford, being first duly sworn, on oath, depose and say:

I am now and was at all times mentioned herein over the age of 18 years, competent to be a witness herein, and not a party to this cause.

On December 20, 2002, I mailed a true and correct copy of Notice of Trustee's Sale by certified mail, return receipt requested and first class mail to the following:

Capital One c/o Suttell & Schweet 2476 – 76th Avenue, S.E. Mercer Island, WA 98040

Occupant 461 Stewart Road Stevenson, WA 98648

A true and accurate copy of said Notice of Trustee's Sale is attached hereto.

Debi Bradford

SUBSCRIBED AND SWORN to before me this 20th day of December, 2002.

NOTARY

Notary Public for Washington My Commission Expires:

3-1-04

AFFIDAVIT OF MAILING - 1