

151065

BOOK 253 PAGE 896

WHEN RECORDED RETURN TO:  
Michelle M. Bertolino (KMB)  
Farleigh Wada & Witt PC  
121 SW Morrison, Suite 600  
Portland, OR 97204

SKAMANIA CO. TITLE

Nov 7 10 41 AM '03

CMOSK

J. M. HURLEY

SEE 26255

Grantor: James P. Hurley and Linda L. Storer-Hurley, Husband and Wife

Beneficiary: Clark County School Employees Credit Union

Successor Trustee: Michelle M Bertolino

Legal Description: SE 1/4 of the SE 1/4 of S36, T3N, R7E

Assessor's Property Tax Parcel or Account No.: 03-07-36-4-0500-00

**NOTICE OF TRUSTEE'S SALE  
PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 RCW**

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on February 20, 2004, at the hour of 11:00 a.m., at the Skamania County Courthouse, 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:

See Exhibit A attached hereto and incorporated herein by this reference

which is subject to that certain Deed of Trust dated February 10, 1998, recorded February 18, 1998, under Auditor's File No. 130541, records of Skamania County, Washington, from James P. Hurley and Linda L. Storer-Hurley, Husband and Wife, as Grantor, to Ticor Title Insurance Company, as Trustee, to secure an obligation in favor of Clark County School Employees Credit Union, 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(s) for which this foreclosure is made is/are as follows:

Default other than failure to make monthly payments: Failure to pay 2003 taxes.

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

Monthly Payment:	
10 monthly payments at \$1,467.16 each	
(February 1, 2003, through November 1, 2003)	\$14,671.60
Late charges	660.22
<b>TOTAL MONTHLY PAYMENTS AND LATE CHARGES:</b>	<b>\$15,331.82</b>

#### IV

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$190,488.15, together with interest as provided in the note or other instrument secured from February 10, 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 February 20, 2004. The default(s) referred to in paragraph III must be cured by February 9, 2004 (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 9, 2004 (11 days before the sale date), 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 February 9, 2004 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantors 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:

James P. Hurley  
PO Box 298  
Carson, WA 98610-0298

Linda L. Storer  
290 NW Loop Road  
Stevenson, WA 98648-4018

Linda L. Storer  
PO Box 298  
Carson, WA 98610-0298

by both first-class and certified mail on September 30, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on October 3, 2003, 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

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 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: November 5, 2003.

Michelle M. Bertolino  
Michelle M. Bertolino

Address: 121 SW Morrison, Suite 600  
Portland, OR 97204

Telephone: 503-228-6044

STATE OF OREGON )

County of Multnomah ) ss.

On this day personally appeared before me Michelle M. Bertolino, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of November 2003.

Susan McGonegal  
Notary Public in and for the State of Oregon  
Residing at Portland, Oregon  
My Commission Expires: 9/30/2007

Address for Service of Process:  
Michelle M. Bertolino,  
c/o Joseph T. Hunt  
Law Offices of Laurason T. Hunt  
800 Bellevue Way NE., Suite 300  
Bellevue, WA 98004-4229

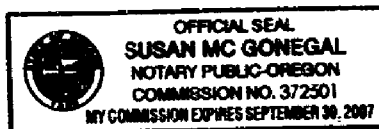


EXHIBIT A

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 36, township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of Lot 'A' of Block 2 of the FIRST ADDITION TO MELDAN ACRE TRACTS, according to the Plat thereof, recorded in Book 'A' of Plats, Page 93; thence North  $25^{\circ}56'$  West 200 feet; thence South  $64^{\circ}04'$  West 140 feet; thence South  $25^{\circ}56'$  East 200 feet to the Northerly Line of said addition; thence North  $64^{\circ}04'$  East along said North line 140 feet to the point of beginning.