

After Recording Return to:

Albert F. Schlotfeldt  
Duggan Schlotfeldt & Welch, PLLC  
900 Washington Street, Suite 1020  
PO Box 570  
Vancouver, WA 98666-0570

### NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Trustee will be on June 22, 2007, at 9:00 a.m. at the Skamania County Courthouse, 240 Vancouver Ave, Stevenson, Washington 98648, 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: (Tax Parcel/Acct. # 02 05 26 0 01701 00).

#### LOT 2 RIVER EDGE ACRES,

More specifically described as: Lot 2 of the RIVER EDGE ACRES, according to the recorded Plat thereof, recorded in Book 'B' of Plats, Page 96, in the County of Skamania, State of Washington.

Commonly known as: UPON REASONABLE BELIEF, A COMMON ADDRESS DOES NOT EXIST

The Property is subject to that certain Deed of Trust dated February 5, 2004, recorded February 12, 2004, under Auditor's File Number 2004151985, records of Skamania County, Washington, Michael Herrod as Grantor, to First American Title Insurance Company as Trustee, to secure an obligation in favor of Ken Davis and Barbara J. Davis, d.b.a. Dalinco Properties, and Barbara J. Davis and trustee of the Barbara J. Davis Trust, as Beneficiaries. The appointment of Duggan, Schlotfeldt & Welch PLLC as successor trustee was recorded December 7, 2006.

### 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.

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### III.

The default(s) for which this foreclosure is made is/are as follows: Failure to pay when due the following amounts which are now in arrears.

#### Note - Arrearages

October, 2005	\$745.41
November, 2005	\$745.41
December, 2005	\$745.41
January, 2006	\$745.41
February, 2006	\$745.41
March, 2006	\$745.41
April, 2006	\$745.41
May, 2006	\$745.41
June, 2006	\$745.41
July, 2006	\$745.41
August, 2006	\$745.41
September, 2006	\$745.41
October, 2006	\$745.41
November, 2006	\$745.41
December, 2006	\$745.41
January, 2007	\$745.41
February, 2007	\$745.41
March, 2007	\$745.41

Total Amounts Due and Owing \$13,418.23

Unpaid Interest (as of March 14, 2007) \$ 7,839.40

TOTAL \$21,257.63

#### Arrearages - Property Taxes

Payment of property taxes were not made pursuant to the terms of the promissory note secured by the Deed of Trust, occurring in the years:

2006 \$1,056.95

#### OTHER CHARGES, COSTS AND FEES.

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees to reinstate the Deed of Trust if reinstatement is made before recordation of Notice of Trustee's Sale.

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Trustees or attorney's fees of (estimated)	\$2,777.00
Service/posting of Notice of Default(estimated)	\$ 45.00
Litigation Guarantee	\$ 545.70
Recording Fee for Appointment of Successor Trustee	\$ 13.00
Recording Fee for Notice of Trustee's Sale	\$ 36.00
Certified Mailing/Return Receipt Fees	\$ 9.76

<b>ESTIMATED TOTAL OF FEES</b>	<b>\$ 3,426.46</b>
<b>ESTIMATED TOTAL BREACH AMOUNTS</b>	<b>\$21,257.63</b>
<b>ESTIMATED TOTAL REINSTATEMENT AMOUNT</b>	<b>\$25,741.04</b>

#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$13,418.23, together with interest as provided in the Note and such other costs and fees as are due under the Note 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 the 22nd day of June, 2007. The default(s) referred to in paragraph III must be cured by the 11th day of June, 2007 (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 the 11th day of June, 2007 (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 the 11th day of June, 2007 (11 days before the 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 address:

Michael L. Herrod  
404 SE 107<sup>th</sup> Ave.  
Vancouver, WA 98664

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Michael L. Herrod  
9705 SE 5<sup>th</sup> St  
Vancouver, WA 98664

by both first class and certified mail on the 3rd day of October, 2006, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 12<sup>th</sup> day of October, 2006, with said written notice of default or the written notice of default were 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 an objection to the sale on any grounds whatsoever are 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.

DATED this 15 day of March, 2007.

Albert F. Schlotfeldt  
Duggan Schlotfeldt & Welch, PLLC  
900 Washington Street, Suite 1020  
PO Box 570  
Vancouver, WA 98666-0570

By:   
Albert F. Schlotfeldt, Trustee

For further information please call Quinn H. Posner at (360) 699-1201.

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STATE OF WASHINGTON           )  
  ) ss.  
COUNTY OF CLARK            )

I certify that I know or have satisfactory evidence that Albert F. Schlottfeldt is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of First Independent Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 15, 2007

Debra J. Christiansen  
Notary Public

Print Name Debra J. Christiansen

My commission expires 12/15/2010

