

Return Address:

Roger D. Knapp  
Attorney at Law  
430 NE Everett Street  
Camas, WA 98607

### NOTICE OF TRUSTEE'S SALE

Grantor: James W. Johnston  
Trustee: Riverview Services, Inc.  
Beneficiary: Riverview Community Bank, FSB  
Legal description (abbreviated): NE ¼ Sec 36 T3N R 7E  
Assessors Tax Parcel ID# 03-07-36-1-0-1500-00  
Prior Document #132168

#### I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 31st day of October, 2008, at the hour of 10:00 o'clock a.m. at the north entrance of the Skamania County Courthouse, 240 Vancouver Avenue, 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:

County of Skamania, State of Washington

#### SEE ATTACHED EXHIBIT A

which is subject to that certain Deed of Trust dated July 7, 1998, recorded July 13, 1998, under Auditor's File No. 132168, records of Skamania County, Washington, from James W. Johnston, a married man as his separate estate, as Grantor to Riverview Services, Inc., as Trustee, to secure an obligation in favor of Riverview Community Bank, FSB, as Beneficiary.

#### II

No action commenced by the Beneficiary of the Deed of Trust or the 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.

#### 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:

- 1) Monthly payments totaling \$12,210.95
- 2) Late charges totaling \$553.60

#### IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$166,055.36, together with interest as provided in the note or other instrument secured from the 1st day of February, 2008, 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

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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 31st day of October, 2008. The default(s) referred to in Paragraph III must be cured by the 20th day of October, 2008 (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 20th day of October, 2008, (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 20th day of October, 2008, (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 addresses:

James W. Johnston  
PO Box 758  
Stevenson, WA 98648

by both first class and certified mail on the 11th day of June, 2008, proof of which is in the possession of the Trustee; and on the 16th of June, 2008, the Borrower and Grantor were 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 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 of their interest in the above-described property.

## IX

Anyone having any objection to the sale on any ground 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 20<sup>th</sup> day following the sale, as against the grantor under the deed of trust (the owner) and anyone having any interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> 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 15<sup>th</sup> day of July, 2008.

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RIVERVIEW SERVICES, INC., Trustee

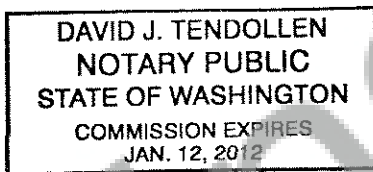
By *[Signature]*  
Title: \_\_\_\_\_

PO Box 872290  
17205 SE Mill Plain Blvd.  
Vancouver, WA 98687-2290  
(360) 834-2231

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this 15<sup>th</sup> day of July, 2008, before me personally appeared Cheri Smith  
\_\_\_\_\_, the S.V.P. of the corporation that executed the within  
and foregoing instrument, and acknowledged 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 he  
or she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.



*David J. Tendollen*  
Notary Public in and for the State of  
Washington, residing at Vancouver  
My commission expires Jan 12, 2012

EXHIBIT 'A'

Parcel A

A tract of land in the Northeast 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 a point on the South Line, and 286.62 feet East of the Southwest Corner of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North  $27^{\circ}52'$  West a distance of 322.7 feet to intersection with the North Line of the Henry Shepard D.L.C. extended West; thence East 288.5 feet to the initial point of the tract herein described, said point being the Northeast Corner of a tract of land conveyed to Ivan John Donaldson, et ux, by Deed dated August 12, 1949, recorded September 6, 1949, Book 32, Page 502 Skamania County Records; thence East 192 feet; thence South  $15^{\circ}10'$  East to the Northerly Line of Gropper Road as presently constructed; thence Westerly along the Northerly Line of Gropper Road to a point which bears South  $15^{\circ}10'$  East from the initial point of this description; thence North  $15^{\circ}10'$  West to the INITIAL POINT.

EXCEPTING THEREFROM that parcel deeded to Connie R. Bliss, et ux, by Deed recorded September 5, 1972 Book 64, Page 429.

Parcel B

A tract of land in the Northeast 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:

Lot 1 of the George De Groote Short Plat, recorded in Book 2 of Short Plats, Page 17, Skamania County Records.