AFN #2008170718 Recorded 08/08/08 at 02:01 PM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 5 Auditor J. Michael Garvison Skamania County,

> After Recording, Return to: Nanci Lambert Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997

70581

File No.:

7680.20074

**Grantors:** 

Northwest Trustee Services, Inc.

Sterling Savings Bank

Grantee:

Cam Develoment, Inc., a Washington Corporation

Tax Parcel ID No.: 02-07-29-1-2-0207-00, 02-07-29-1-2-0226-00 + 02-07-29-1-2-0228-00

Abbreviated Legal: PARCEL I: LOT 7 & PTN OF LOTS 6 & 8 HAMILTON ISLAND PUD PARCEL II: LOT 9 & PTN LOT 8 HAMILTON ISLAND PUD PARCEL III: LOT 26 & PTN OF

LOT 27, HAMILTON ISLAND PUD 🗦 🗸

Full Legal Notice of Trustee's Sale

Gr 2006/6 JSoS Notice of Washington 61.24, et seq.

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On November 7, 2008, at 10:00 a.m. inside the main lobby of the Skamania County Courthouse, 240 Vancouver Avenue in the City of Stevenson, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skamania, State of Washington:

## Parcel I

All of Lot 7 and a portion of Lots 6 and 8 of Hamilton Island PUD, according to the recorded plat thereof recorded in Auditor File No. 2006161510, in the County of Skamania, State of Washington, describes as follows: Beginning at the Northeast corner of said Lot 7; thence North 06 degrees 40'28" West 8 feet; thence South 83 degrees 19'32" West 81.31 feet to the East line of Island Way which is also the West line of Lot 8; thence Southeasterly along said West line of Lot 8 to the Northwest Corner of Lot 7; thence continuing along said West line to the Southwest corner of Lot 7; thence South 04 degrees 26'15" East 7.01 feet; thence North 83 degrees 19'32" East 81.42 feet to the East line of said Lot 6; thence North 06 degrees 40'28" West along said East line 7 feet to the Southeast corner of Lot 7; thence continuing North 06 degrees 40'28" West 27 feet to the point of beginning.

## Parcel II

Lot 26 of the Hamilton Island PUD, according to the recorded plat thereof recorded in Auditor's File No. 2006161510, in the County of Skamania, State of Washington. Together with a portion of Lot 27 of Hamilton Island PUD, recorded in Auditor's File No. 006161510, AFN #2008170718 Page: 2 of 5

in the County of Skamania, State of Washington describes as follows: Beginning at the Southeast corner of said Lot 26, which is also the Southwest corner of Lot 27; thence Easterly along said South line, 11 feet, more or less to the Southwest corner of a tract of land conveyed to CAM Development by instrument recorded in Auditor File No. 2006161510, thence North 02 degrees 44'24" East along said West line 63.53 feet to the North line of Lot 27; thence Northwesterly along said North line 11.36 feet more or less to the Northeast corner of said Lot 26, which is also the Northwest corner of Lot 26, a distance of 72.51 feet to the point of beginning.

## Parcel III

Lot 28 of the Hamilton Island PUD, according to the recorded plat thereof recorded in Auditor's File No. 2006161510, in the County of Skamania, State of Washington.

Together with a portion of Lot 27 of Hamilton Island PUD, recorded in Auditor's File No. 006161510, in the County of Skamania, State of Washington describes as follows: Beginning at the Southwest Corner of said Lot 28, which is also the Southeast Corner of said Lot 27; thence Westerly along the South line of said Lot 27, a distance of 11 feet; thence North 02 degrees 44'24" East 69.53 feet tot a point on the North line of Lot 27; thence Easterly along said north line 11 feet more or less to the Northwest Corner of said Lot 28; thence Southerly along said West line 69.53 feet to the point of beginning.

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures, replacements, and additions now or hereafter a part of the property. All of the foregoing is referred to as the "Property".

Commonly known as: 01207 Island Way

01227 Island Way 01228 Island Way

North Bonneville, WA 98639

which is subject to that certain Deed of Trust dated 11/21/06, recorded on 11/27/06, under Auditor's File No. 2006163808, records of Skamania County, Washington, from Cam Development, Inc., as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation "Obligation" in favor of Sterling Savings Bank, as Beneficiary.

The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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 Grantor's or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to satisfy the loan upon maturity and pay the following amounts now in arrears and/or other defaults:

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Amount due	to	satisfy
by 08/07.	/20	800

Unpaid Principal Balance			
Due and Payable 12/1/07			\$591,920.00
Interest			\$21,505.51
Prior Accumulated Late Charges			\$1,131.21
Lender's Fees & Costs			\$213.00
Total Arre	arage	\$614,769.72	- 1
Trustee's Expenses			. 1
(Itemization)			<b>→</b> 1
Trustee's Fee			\$1,000.00
Title Report		9 1	\$1,658.50
Statutory Mailings			\$66.00
Recording Costs			\$14.00
Postings			\$57.50
Total	Costs	<u>\$2,796.00</u>	
Total Amoun	t Due:		\$617,565.72

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The sum owing on the Obligation is: Principal Balance of \$591,920.00, together with interest as provided in the note or other instrument evidencing the Obligation from 11/01/07, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The 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 November 7, 2008. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by before the sale to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the sale, the default(s) as set forth in paragraph III, together with accruing interest, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

## NAME AND ADDRESS

Cam Development, Inc. 747 Northwest Angel Hts Stevenson, WA 98648 Mary E. Bennett-Laufman PO Box 1000 Stevenson, WA 98639 AFN #2008170718 Page: 4 of 5

Mary E. Laufman 140 Southeast Roberts Avenue Gresham, OR 97080

Cam Develoment, Inc. 01227 Island Way North Bonneville, WA 98639

Charles D. Laufman 140 Southeast Roberts Avenue Gresham, OR 97080

Mary E. Laufman 747 Northwest Angel Hts Stevenson, WA 98648

Mary E. Laufman PO Box 1000 Stevenson, WA 98639

Charles D. Laufman PO Box 1000 Stevenson, WA 98639 Cam Develoment, Inc. 01207 Island Way North Bonneville, WA 98639

Cam Develoment, Inc. 01228 Island Way North Bonneville, WA 98639

Mary E. Bennett-Laufman 140 Southeast Roberts Avenue Gresham, OR 97080

Charles D. Laufman 747 Northwest Angel Hts Stevenson, WA 98648

Cam Development, Inc. PO Box 1000 Stevenson, WA 98639

by both first class and either certified mail, return receipt requested on 06/28/08, proof of which is in the possession of the Trustee; and on 06/27/08 Grantor and Borrower were personally served with said written notice of default <u>or</u> the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VП.

The Trustee, whose name and address are set forth below, will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's 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 right, title and interest in the 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  $20^{th}$  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  $20^{th}$  day

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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.

XI.

Notice to Guarantors - (1) Guarantors may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the deed of trust; (2) Guarantor have the same rights to reinstate the debt, cure the default, or repay the debt as is *given* to the grantor in order to avoid the trustees sale; (3) Guarantors will have no right to redeem the Property after the trustee's sale; (4) Subject to such longer periods as are provided in the Washington deed of trust act, chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) In any action for a deficiency, the guarantor will have the right to establish the fair value of the Property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

The trustee's rules of auction may be accessed at <a href="www.northwesttrustee.com">www.northwesttrustee.com</a> and are incorporated by this reference. You may also access sale status at <a href="www.northwesttrustee.com">www.uSA-Foreclosure.com</a>.

EFFECTIVE: 08/07/2008

Northwest Trustee Services, Inc., Trustee

Bellevue, WA 98009-0997 <u>Contact: Nanci Lambert</u> (425) 586-1900

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Nanci Lambert is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 7, 2008

KEN L. PATNER

STATE OF WASHINGTON

NOTARY - - - PUBLIC

MY COMMISSION EXPIRES 01-30-10

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

My commission expires 1/30/2010

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

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File No: 7680.20074

Client: Sterling Savings Bank Borrower: Cam Development

SERVING WA, OR, ID, CA, NV, AZ, MT HI