

RETURN ADDRESS

Cassie N. Crawford  
1201 Main Street  
Vancouver, WA 98660

Please print neatly or type information

**Document Title(s)**

Notice of Foreclosure

**Reference Number(s) of related documents:**

2004153589

Additional Reference #'s on page \_\_\_\_

**Grantor(s)** (Last name, First name and Middle Initial)

United Roofing & Siding, Inc

Additional grantors on page 2

**Grantee(s)** (Last name, First name and Middle Initial)

Note Buyers, LLC

Additional grantees on page \_\_\_\_

**Legal Description:** (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Lot 8 River Edge Acres S/D BK B/PL 96-97

Additional legal is on page \_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

02.05.27.0.0.0404-00

Additional parcel #'s on page \_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.**

\_\_\_\_\_  
**Signature of Requesting Party**

*After filing return to:*

*Cassie N. Crawford  
Nellor Retsinas Crawford  
1201 Main St.  
Vancouver, WA 98660*

NOTICE OF FORECLOSURE  
(RCW 61.24)

I.

The attached Notice of Trustee's Sale is a consequence of default in the obligation to Ken Davis & Barbara J. Davis, as assigned to Note Buyers, LLC, the Beneficiary of your Deed of Trust, recorded under Auditor's File No. 2004153589, as amended, legally described on Exhibit "A", and owner of the obligation secured thereby. Unless the default is cured by January 12, 2009 (11 days before the sale), your property will be sold at auction on January 23, 2009 at Skamania County Superior Court located at 240 Vancouver Ave., Stevenson, WA 98648.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorney's fees as set forth below by January 12, 2009 (11 days before the sale date). To date, these arrears and costs are as follows:

Payment (interest thru 9/18/08)	\$ 46,030.42
Late Charges	\$ 411.40
Interest	\$ 9,939.99
Taxes	\$ 4,000.00 (estim.)
Assoc. Fees	\$ 700.00 (estim.)
5% Balance Charge at Maturity	\$ 2,818.09

Estim. sum(s)

TOTAL \$63,879.90

Attorney's fees:	\$1,000.00
Trustee's fee:	\$ 500.00
Trustee's expenses:	
(Itemization)	
Title Report	\$1,000.00
Recording Fees	\$ 100.00
Service/Posting	\$ 150.00
Of Notices	
Postage/Copying	\$ 15.00
Expense	
Publication	\$1,000.00

Subtotal \$3,765.00

TOTAL \$67,644.90

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including January 12, 2009 (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and may further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be made to the Trustee: Cassie N. Crawford, 1201 Main St., Vancouver, Washington, (360) 695-8181. *AFTER JANUARY 12, 2009, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE.* In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance (\$63,879.90 est.) with pending defaults) plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate

defenses you have to this default. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense.

The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at:

Cassie N. Crawford, 1201 Main St., Vancouver, WA 98660

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

#### 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 an 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.

Cassie N. Crawford  
Nellor Retsinas Crawford  
1201 Main St.  
Vancouver, WA 98660  
(360) 695-8181

Dated this 10 day of Oct, 2008.

Cassie N. Crawford  
Cassie Crawford, WSB# 26241  
Attorney for Beneficiary

STATE OF WASHINGTON )  
  )ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Cassie N. Crawford signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10 day of October, 2008.

Karen D. Winchell  
Printed Name Karen Winchell  
Notary Public for Washington  
My appointment expires 7/2/2011

Exhibit A

Lot 8 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.

Page 1 of 3

LPB-22A 4/00

Unofficial  
Copy

HPR-1070000 OFFICE PRINT

10:100000000011

P.3/10

AFTER RECORDING MAIL TO:

Ken Davis and Barbara J. Davis DBA Dalinco Properties  
3445 E. 44th Street  
Tucson, AZ 85713

Doc # 2004153589  
Page 1 of 5  
Date: 07/06/2004 02:16P  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$24.00

*50226956*  
Filed for Record at Request of:  
First American Title Insurance Company



First American Title  
Insurance Company

## DEED OF TRUST

*(For use in the State of Washington only)*

File No: 4281-407282 (VLK)

Date: June 22, 2004

Grantor(s): United Roofing & Siding, Inc., a Washington Corporation  
Grantee(s): Ken Davis and Barbara J. Davis DBA Dalinco Properties  
Trustee: First American Title Insurance Company, a Corporation  
Abbreviated Legal: Lot 8 River Edge Acres B-96  
Additional Legal on page: 1  
Assessor's tax parcel/Account Nos: 02-05-27-0-0-0404-00

THIS DEED OF TRUST, made this Twenty-second day of June, 2004, between United Roofing & Siding, Inc., a Washington Corporation, as GRANTOR(S), whose address is PO Box 992, Washougal, WA 98671, and First American Title Insurance Co., a Corporation, as TRUSTEE, whose address is 1014 Main Street, Vancouver, WA 98660, and Ken Davis and Barbara J. Davis DBA Dalinco Properties, as BENEFICIARY, whose address is 3445 E. 44th Street, Tucson, AZ 85713.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s) and convey(s) to Trustee in trust, with power of sale, the following described property in Skamania County, Washington:

**Lot 8 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.**

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.



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P. 1/10

A.P.N.: 02-05-27-0-0-0404-00

Deed of Trust - continued

File No.: 4281-407282 (VLK)

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **fifty nine thousand fifty dollars (\$59,050.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **June 30, 2014**.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by the Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **DUE ON SALE: (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

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10/13/2008 03:20:11

11/5/10

A.P.N.: 02-05-27-0-0-0404-00

Deed of Trust - continued

File No.: 4281-407282 (VLK)

Grantor Initials

Beneficiary Initials

## IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained by this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

NPR-10-2008 07:16 From:

To: 13605932911

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A.P.N.: 02-05-27-0-0-0404-00

Deed of Trust - continued

File No.: 4281-407282 (VLK)

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (Check one)

a. ☒ NONE

b. ☐ As set forth on the attached "Exhibit" which is incorporated by this reference.

(Note: If neither a nor b is checked, then option "a" applies)

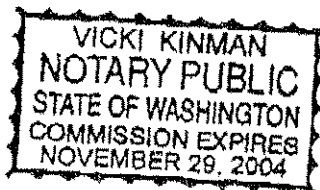
United Roofing & Siding, Inc., a Washington Corporation

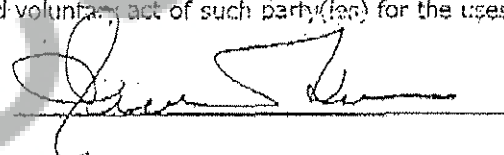
  
By: Jon L. Steinmetz, President

STATE OF Washington )  
 )-ss  
COUNTY OF )

I certify that I know or have satisfactory evidence that **Jon L. Steinmetz**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **President** of **United Roofing & Siding, Inc.** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 6-25-04





Notary Public in and for the State of Washington  
Residing at: Ridgelyfield  
My appointment expires: 11-29-04