AFN #2008171419 Recorded 11/05/08 at 11:35 AM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County,

AFTER RECORDING RETURN TO: Erich M. Paetsch, WABAR No. 34033 Saalfeld Griggs PC P. O. Box 470 Salem, Oregon 97308-0470 Telephone: (503) 399-1070

Sept 30669

## NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 6<sup>th</sup> day of February, 2009, at the hour of 2:00 o'clock p.m. at the front entrance of the Skamania County Superior Court, 240 Vancouver Avenue, in the 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(ies) of Skamania, State of Washington, to-wit:

All of lot 5 and a portion of lot 6 of the Hamilton Island PUD according to the recorded plat thereof recorded in Auditor File No. 2006161510 in the County of Skamania, State of Washington described as follows:

Beginning at the Southeast corner of said Lot 5; thence North 06°40′28″ West 47 feet; thence South 83°19′32″ West 81.42 feet to the East line of Island Way; thence South 04°26′15″ East 47.04 feet to the Southwest corner of said lot 5; thence North 83°19′32″ East 83.26 feet to the point of beginning.

Street Address:

1205 and 1206 Island Way

North Bonneville, WA 98639

Tax Parcel ID Nos. 02-07-29-1-2-0205-00 and 02-07-29-1-2-0206-00.

which is subject to that certain Deed of Trust dated November 20, 2006, recorded November 27, 2006, under Auditor's File No. 2006163804, records of Skamania County, Washington, from CAM Development, Inc., an Oregon Corporation, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation in favor of Frontier Bank, fka Bank of Salem, as Beneficiary.

11.

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 total balance owing upon the Promissory Note secured by that certain Trust Deed at maturity on May 5, 2008.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$191,920.00, together with accrued interest totaling \$5,081.16 as of July 28, 2008, and interest accruing at the rate of \$44.57 per diem from the 28<sup>th</sup> day of July, 2008, as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

٧.

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 6<sup>th</sup> day of February, 2009. The default(s) referred to in paragraph III must be cured by the 26<sup>th</sup> day of January, 2009 (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 26<sup>th</sup> day of January, 2009, (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 26<sup>th</sup> day of January, 2009, (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:

CAM Development, Inc. Attn. Denzile E. Hanke 2445 SE Orient Dr. Gresham, OR 97080 Mary E. Laufman P.O. Box 1000 Stevenson, WA 98648

CAM Development, Inc. Attn. Mary E. Laufman 747 NW Angel Hts. Stevenson, WA 98648 Charles D. Laufman P.O. Box 1000 Stevenson, WA 98648

by both first class and certified mail on the 29<sup>th</sup> day of August, 2008, proof of which is in the possession of the Trustee; and the said written notice of default was posted in a conspicuous

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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.

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Anyone having an 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.

Χ.

The purchaser at the trustee's sale is entitled to possession of the property on the 20th 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 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.

XI.

The sum owing on the obligation secured by the Deed of Trust, and referenced above, and all indebtedness generally owing to the Beneficiary, is also secured by, among other things, an absolute and unconditional guaranties from Mary E. Laufman and Charles D. Laufman. Under the terms of the guaranties, Mary E. Laufman and Charles D. Laufman unconditionally guaranteed repayment of all indebtedness owing to the Beneficiary by CAM Development, Inc., Mary E. Laufman and Charles D. Laufman, jointly and severally.

Such 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. The guarantors, Mary E. Laufman and Charles D. Laufman, 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 trustee's sale. The guarantors, however, will have no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 of the

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Revised Code of Washington, 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. In any action for a deficiency, the guarantors 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 his or her 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.

Erich M. Paetsch Successor Trustee PO Box 470 Salem, OR 97308-0470 Tel: (503) 399-1070 Email: epaetsch@sglaw.com

Cmair. <u>epaetscri⊌sgiaw</u> OR

c/o CT Corporation 520 Pike Street, Suite 2610

Seattle, WA 98101 (206) 622-4511

STATE OF OREGON

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County of Marion

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On this 3 day of October, 2008, personally appeared Erich M. Paetsch, Successor Trustee, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

OFFICIAL SEAL

XRISTA L TATE

NOTARY PUBLIC - OREGON

COMMISSION NO. 421104

MY COMMISSION EXPIRES SEP. 16, 2011

Notary Public for Oregon

My Commission Expires: Sep. 16, 2011

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State of Oregon, County of Marion )ss:

I, Erich M. Paetsch, the undersigned, certify that I am the attorney or one of the attorneys for the above named trustee and that the foregoing is a complete and exact copy of the original Notice of Trustee's Sale.

Attorney for Trustee