

AFTER RECORDING RETURN TO:

CRAIG G. RUSSILLO
SCHWABE, WILLIAMSON & WYATT
1211 SW FIFTH AVENUE, SUITE 2000
PORTLAND, OR 97204

SEA 30899

NOTICE OF TRUSTEE'S SALE

Grantor: Carson Mineral Hot Springs, LLC
Beneficiary: Pinda Burk, LLC

Abbr. Legal Desc.: SE ¼ of Section 21, T3N, R8E and NW ¼ of Section 21, T3N, R8E

Assessor's Tax Parcel ID:

03-08-21-0-0-0200-00, 03-08-21-0-0-0200-04, 03-08-21-0-0-0200-06, 03-08-21-0-0-0202-00,
0000002460, 03-08-21-0-0-0301-00, 03-08-21-0-0-0301-4, 03-08-21-0-0-0500-000, 03-08-21-0-
0-0500-04, 90-010520, 03-08-21-3-0-2500-00, 03-08-21-3-0-2500-04

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I.

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED Trustee, Craig G. Russillo, will on **July 31, 2009 at 11:00 A.M.** at the following location: 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:

AS IN SAID DEED OF TRUST AND DESCRIBED MORE FULLY IN EXHIBIT A ATTACHED HERETO.

Commonly known as: 372 St. Martin Springs Road, Carson, WA 98610

The afore-described real property is subject to that certain Deed of Trust dated May 17, 2006, and recorded on May 18, 2006, under Auditor's File No. 2006161628, records of Skamania County, State of Washington from Carson Mineral Hot Springs, LLC, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation in favor of Fairway Commercial

Mortgage Corporation, as the Beneficiary. The Deed of Trust was assigned to Pinda Burk, LLC, as the Beneficiary on August 9, 2006 under Auditor's File No. 2006162587. Pinda Burk, LLC assigned the Deed of Trust to Bank of Oswego for security purposes only on August 9, 2006 under Auditor's File No. 2006162588. Craig G. Russillo was appointed Successor Trustee on February 3, 2009 under Auditor's File No. 2009171991.

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, Grantor's or any successor-in-interest's default on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts which are now in arrears:

Principal Amount

Through April 20, 2009	\$ 95,461.78
Default Interest through April 20, 2009	\$43,825.91
Late fees	\$11,611.74
Payment of 2008 general taxes of \$1,502.77 was not made pursuant to terms of the Promissory Note secured by the Deed of Trust. The tax amount in arrears is \$1,502.77 plus penalties and interest	<u>\$ 1,502.77</u>
Principal and Interest Subtotal:	\$152,402.20

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.

Trustee's Sale Guarantee	\$3,712.90
Legal Fees and Costs	\$3,358.28
Service and Posting Fees	150.00

Recording Fees	60.00
Statutory Mailing Costs	50.00
Photocopies	\$ 20.00

Costs and Fees Subtotal: \$ 7,351.18

TOTAL CURRENT ESTIMATED REINSTATEMENT AMOUNT
(As of April 20, 2009): **\$159,753.38**

The estimated amounts that will be due to reinstate on July 20, 2009 (11 days before the sale date):

Additional Arrearages

Additional payments (4/20/09 through 7/20/09)	\$68,192.67
Default Interest Due through July 20, 2009 (4/20/09 through 7/20/09)	\$36,650.46
Additional late fees through July 20, 2009 (4/20/09 through 7/20/09)	\$4,976.46
Additional Arrearages Subtotal:	<u>\$109,819.59</u>

Additional Costs and Fees

Additional Trustees' or Attorneys' Fees	\$ 1,500.00
Publication Costs	300.00
Additional Costs and Fees Subtotal:	<u>\$ 1,800.00</u>

TOTAL ESTIMATED REINSTATEMENT AMOUNT
As of July 20, 2009 (11 days before the sale date): **\$111,619.59**

IV.

The sum owing on the obligation secured by the Deed of Trust is Principal of \$1,819,385.11, together with interest as provided in the Note and such other costs and fees as are due under the Deed of Trust and as are provided by statute. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to the 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 laws, it is 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 in the full amount by certified funds or cash equivalent to the Trustee whose address is:

Craig G. Russillo
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 2000
Portland, Oregon 97204

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 **July 31, 2009 at 11:00 A.M.** The default(s) referred to in Paragraph III must be cured by **July 20, 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 **July 20, 2009** (11 days before the sale date) the default(s) as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **July 20, 2009** (11 days before the sale date) and before the sale by the Borrower, Grantor, any Guarantor, any successor-in-interest, 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.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

VI.

A written Notice of Default was transmitted by the Trustee to the Borrower, Grantor, and any successor at the following addresses:

Carson Mineral Hot Springs, LLC
P.O. Box 1169
Carson, WA 98610

Carson Mineral Hot Springs, LLC
Geoff Lee – Registered Agent
372 St. Martin Springs Road
Carson, WA 98610

by both first class and certified mail on February 17, 2009, proof of which is in the possession of the Trustee; and on February 18, 2009 said 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, though 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 the Revised Code of Washington, Chapter 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale. Service of process of any lawsuit or legal action may be made on Craig G. Russillo, whose address is 1211 SW Fifth Avenue, Suite 2000, Portland, OR 97204.

X.

Notice to Occupants or Tenants:

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.

Notice to Guarantor:

The Guarantor 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. 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 cost.

The Guarantor has 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 Guarantor will have no right to redeem the property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 23rd day of April, 2009.



Craig G. Russillo, Successor Trustee
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 2000
Portland, Oregon 97204

For further information please call Craig G. Russillo at (503) 222-9981.

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on April 23, 2009, by Craig G. Russillo, Successor Trustee.


Notary Public for Oregon

My Commission Expires: 2-5-2012

Exhibit "A"

PARCEL I

The East Half of the Southeast Quarter, the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Southeast Quarter, all in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

1. That portion conveyed to Pacific Northwest Pipeline, by instrument recorded March 20, 1956 in Book 41, Page 280, Skamania County Deed Records.
2. That portion conveyed to the State of Washington by instrument recorded January 4, 1980 in Book 78, Page 294, Skamania County Deed Records. Also recorded November 4, 1988 in Book 111, Page 779, Skamania County Deed Records.
3. Lot 1 of the R.M. Hegewald Short Plat, recorded in Book 3 of Plats, Page 49, Skamania County Records.
4. That portion conveyed to Skamania County Cemetery by instrument recorded August 9, 1984 in Book 83, Page 794, Skamania County Deed Records.

PARCEL II

A tract of land in the Southeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the R.M. Hegewald Short Plat, recorded in Book 3 of Short Plats, Page 49, Skamania County Records.

PARCEL III

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North 01°05'47" East, along the West line of said Northwest Quarter of the Southeast Quarter, a distance of 1,249.67 feet to the Northwest corner of said Northwest quarter of the Southeast Quarter; thence North 01°05'47" East, along the West line of the Southwest quarter of the Northeast quarter of said Section 21, a distance of 450.00 feet; thence South 88°30'04" East a distance of 50.00 feet; thence South 01°05'47" West a distance of 470.15 feet; thence South 88°30'04" East a distance of 369.36 feet; thence North 01°30'04" East a distance of 700.00 feet to the East line of the Northwest quarter of the Southeast quarter of said Section 21; thence South 01°30'32" West, along the East line of said Northwest quarter of the Southeast Quarter, a distance of 1,145.23 feet to the Southeast corner of said Northwest quarter of the Southeast quarter; thence North 88°30'04" West, along the South line of said Northwest quarter of the Southeast quarter, a distance of 1,320.72 feet to the Point of Beginning.

EXCEPT for that portion lying within the right of way of Shipherd Springs Road.

PARCEL IV

The East half of the Southeast quarter of the Northwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL V

The East half of the Southwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom that portion Platted as Hot Springs Subdivision

EXCEPT that portion conveyed to Skamania County by instrument recorded January 28, 1983, in Book 81, Page 935.