

RETURN ADDRESS

Jackson Jackson & Kurtz, Inc. PS.
704 East Main, Suite 102, P.O. Box 340
Battle Ground, WA 98604

Please print neatly or type information
Document Title(s)

Notice of Trustee's Sale

Reference Number(s) of related documents:

2006160553 2009172524

Additional Reference #'s on page ____

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

COUNTY INVESTINGS, INC.

Additional grantors on page ____

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

THE PUBLIC SWIFT COVE, LLC.

Additional grantees on page ____

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

Section 34, Township 7 North, Range 6 East of the Willamette Meridian

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

07063400030100 07063400030000 07063400030200 07063400030300

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

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Jackson Jackson & Kurtz, Inc. PS
PO Box 340
Battle Ground, WA 98604

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 18th day of December, 2009, at the hour of 10 o'clock a.m. inside the main lobby of the Skamania County Courthouse, located at 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 of Skamania, State of Washington, to-wit:

Skamania Tax Parcel Numbers: 07063400030100 07063400030000
07063400030200 07063400030300

PARCEL I

The South Half of the Southeast Quarter of Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Pacific Power and Light Company by instrument recorded in Book 48, Page 276.

PARCEL II

That part of Government Lots 7 and 8 of Section 34, Township 7 North, Range 6 East of the Willamette Meridian lying Southerly of the Survey line described as follows:

Beginning at the Southwest corner of said Government Lot 7; thence South 89°50'40" East 136.80 feet; thence North 63°10'3" East 982.45 feet; thence South 89°54' East 1,163.79 feet; thence South 32°46'15" East 532.48 feet, more or less, to the South line of Government Lot 8; thence South 89°50'40" East 182.92 feet along said South line of said Government Lot 8 to the Southeast corner thereof.

which is subject to that certain Deed of Trust from Swift Cove, LLC, an Oregon limited liability company, as grantor, to Cyril O. Gillette and Sharon R. Gillette, husband and wife, beneficiaries, VPN Trustee Services trustee, dated January 20, 2006, which Deed of Trust was recorded with the Skamania County Auditor's Office on February 14, 2006, under Recording No. 2006160553. County Investings, Inc. has been appointed as Trustee by Appointment of Successor and Revocation recorded under Skamania County AFN 200917524.

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 Grantor's default on the obligation secured by said Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

Failure to pay the minimum annual installment payment due January 20, 2009 in the amount of \$70,000.00, together with a 2009 late charge of one percent (1%) in the amount of \$700.00, for a total of \$71,700.00.

IV.

The sum owing on the obligation secured by the Deed of Trust is \$200,487.08, together with interest as provided in the note or other instrument secured from the 12th day of August, 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 obligation secured by said Deed of Trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 18th day of December, 2009. The default(s) referred to in paragraph III must be cured by the 7th day of December, 2009, (11 days before sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the 7th day of December, 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 at any time after the 7th day of December, 2009, (11 days before the sale date), and before the sale by the Grantors or the Grantor's 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest at the following address(es):

Swift Cove, LLC
19375 Eastside Road
Lake Oswego, OR 97034

David A. Karkanen
19375 Eastside Road
Lake Oswego, OR 97034

Christopher R. Ambrose, Esq
Ambrose Law Group, LLC
322 NW Sixth Ave., Ste. 100
Portland OR 97209-3611

Modin, LLC
19375 Eastside Road
Lake Oswego, OR 97034

Hall Modin, LLC
19375 Eastside Road
Lake Oswego, OR 97034

by both first class and certified mail on the 24th day of April, 2009, proof of which is in the possession of the Trustee; and the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession 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 real property.

IX.

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 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 who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

