

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Katy J. Archer P.C of
WOODRICH & ARCHER LLP
P.O. Box 510
Stevenson, Washington 98648

NOTICE OF TRUSTEE'S SALE

Grantor (s) KURTIS D. KRALL, A Single Man
Grantee (s) LANCE MELLO, A Single Man
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Additional Legal on page(s) 1
Assessor's Tax Parcel No's: 03 08 29 4 1 1000 00

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday April 1, 2011, at the hour of 10:00 a.m.**, at the main entrance of the Skamania County Courthouse located at 240 Vancouver Avenue, 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:

Lot 6 of COLUMBIA HEIGHTS, according to the official Plat thereof on file and record at Page 136 of Book A of Plats, in the County of Skamania, State of Washington.

EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the BONNEVILLE COULEE NO. 1 and 2 transmission lines. Tax Parcel No. 03 08 29 4 1 1000 00

which is subject to that certain Deed of Trust dated October 1, 2008 and recorded September, 23, 2010 under Auditor's File No. 2010176469, records of Skamania County, Washington, from Lance Mello, a single person, as Grantor, to Skamania Title Company, Inc., as Trustee, to secure an obligation in favor of Kurt D. Krall, a Single Man, as Beneficiary. Katy J. Archer P.C of Woodrich & Archer LLP is now Trustee by reason of an Appointment of Successor Trustee

recorded September 29, 2010 under Auditor's File No. 2010176503, records of Skamania County, Washington.

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

III

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

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

Monthly installments of \$ 984.74 each due the 1 st day of each calendar month for the months of July 1 st 2010 to December 1, 2010 for a total of:	\$5908.44
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Real property taxes plus interest paid by Beneficiary: 2008 (\$574.34), 2009 (\$670.99), 2010 (\$625.66)	\$1870.99
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Late Fees @ 5% of delinquent installment x 6 mo. :	<u>\$295.38</u>
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Subtotal:	\$8074.81
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Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

Other Default:Action to Cure Default:

TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current and that the Borrower/Grantor has reimbursed the Beneficiary as required by the note.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
UNAUTHORIZED SALE OF PROPERTY (DUE ON SALE)	Revert title to permitted vestee.

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:

Trustee's fee:	\$1,500.00
Title report:	578.87
Service/posting of foreclosure notices:	170.00
Long distance telephone charges:	25.00
Recording fees:	216.00
Mailing costs:	15.00
Photocopies:	20.00
Subtotal:	\$2,564.87

Total Current Estimated Amount: \$2,524.87
Additional Arrearages:

Additional Costs and Fees:

Additional trustees' or attorney's fees:	\$ ----
Publication costs:	<u>\$ 1,000.00</u>

Total Estimated Amount as of March 21, 2011:	\$ 14701.59
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IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$93,444.70** as of July 1, 2010, together with interest 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.

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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **April 1, 2011**. The default(s) referred to in paragraph III must be cured by **March 21, 2011** (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 **March 21, 2011** (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 **March 21, 2011** (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:

Lance Mello
P.O. Box 343
Isletown, CA. 95641

by both first class and certified mail on October 6, 2010, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on XXXXXX with said written notice of default or the 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, through or under the Grantor of all their interest in the above-described 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 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.

XI NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) 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; (2) 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; (3) the Guarantor 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 failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

XII

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

DATED this 21nd day of December, 2010.

KATY J. ARCHER P.C. of WOODRICH & ARCHER
LLP, a Limited Liability Partnership,
Successor Trustee

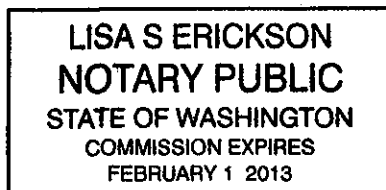
By 

Katy J. Archer, WSBA #24173,
40 Cascade Avenue, STE 110/P. O. Box 510
Stevenson, WA 98648
Telephone: (509) 427.5665

State of Washington)
) ss
County of Skamania)

I certify that I know or have satisfactory evidence that Katy J. Archer is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as President of Katy J. Archer P.C, a Washington professional corporation, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: December 21, 2010.



Lisa S Erickson
NOTARY PUBLIC
Printed Name: Lisa S Erickson
My appointment expires: 2-1-2013

NOTICE OF FORECLOSURE

Pursuant to the Revised Code of Washington
Chapter 61.24 RCW

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to Kurtis D. Krall, the Beneficiary of your Deed of Trust, identified by Skamania County, Washington Auditor's File Number 2010176469, and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on **April 1, 2011**.

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 **March 21, 2011** (11 days before the sale date). To date, these arrears and costs are as follows:

	Currently due to reinstate on <u>December 21, 2010</u>	Estimated amount that will be due to reinstate on March 21, 2011 (11 days before the <u>date set for sale</u>)
Delinquent monthly installments of \$984.74 each due the 1 st day of each calendar month for the months of July, 2010 to December, 2010 for a total of:	\$5908.44	\$8862.66
Late fees:	295.38	443.07
2008, 2009, 2010 real property taxes paid by Beneficiary:	1870.99	1870.99
Attorney's fees:		
Trustee's fee:	1,500.00	1,500.00
Trustee's expenses:		
Title Report	578.87	578.87
Recording Fees	216.00	216.00
Service/Posting of Notices	170.00	170.00
Postage/Copying	35.00	35.00
Publication	0	1,000.00
Telephone Charges	25.00	25.00
Inspection Fees	0	
TOTALS:	\$10,599.68	\$14,701.59

To pay off the entire obligation secured by your Deed of Trust as of the 21th day of

December, 2010 you must pay a total of \$ 1957.80 in principal, \$ 3950.64 in interest, \$295.38 in late fees, plus other costs and advances estimated to date in the amount of \$4395.86. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of the payoff date.

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:

<u>Default</u>	<u>Description of Action Required to Cure and Documentation Necessary to Show Cure</u>
TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current and that the Borrower/Grantor has reimbursed the Beneficiary as required by the note.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
UNAUTHORIZED SALE OF PROPERTY (DUE ON SALE)	Revert title to permitted vestee.

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including **March 21, 2011** (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 any 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 or to pay off the entire indebtedness 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 or the payoff amount 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: **Katy J. Archer P.C. of Woodrich & Archer LLP, whose address is: 40 Cascade Avenue, Suite 110, Stevenson, Washington 98648/P.O. Box 510 Stevenson, Washington, 98648 telephone (509) 427-5665. AFTER MARCH 21, 2011, 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.** The trustee will respond to any written request for current payoff or reinstatement amounts within ten (10) days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance (\$93,444.70), 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. Copies of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. 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. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

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:

Katy J. Archer P.C.
Woodrich & Archer LLP
40 Cascade Avenue, Ste. 110
Stevenson, WA. 98648
Telephone: (509) 427.5665

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 GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) 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; (2) 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; (3) the Guarantor 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 failure of the Beneficiaries to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

DATED: December 21, 2010.

WOODRICH & ARCHER LLP

By 

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Successor Trustee
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