

AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527
Ref: Cates, Danial Ray, 3060.1114291

See 32294
Reference Number(s) of Documents assigned or released: 2005156324

Document Title: Notice of Trustee's Sale

Grantor: Bishop, White, Marshall & Weibel, P.S.

Grantee: Danial Ray Cates, a single man

Abbreviated Legal Description as Follows: SE 1/4 Sec 34 T2N R5E

Assessor's Property Tax Parcel/Account Number(s): 02053400060000

NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, JERRY RAY CATES AND DIANE FOLEY CATES MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.

NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on October 7, 2011 at 10:00 am at the main entrance of the Skamania County Courthouse, 240 Vancouver Avenue, in the City of Stevenson located at Skamania County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or

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certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skamania County, State of Washington, to-wit;

See attached Exhibit A for legal description

which is subject to that certain Trust Deed dated February 18, 2005, recorded February 22, 2005, under Auditor's File No. 2005156324 records of Skamania County, Washington, from Danial Ray Cates, a single man, as Grantor, to George W. McKallip, Jr., as Trustee, to secure an obligation in favor of Proteus Pension Plan & Trust as beneficiary. Said Trust Deed was modified by Trust Deed Modification dated October 16, 2009 and recorded on December 3, 2009 under Auditor's File No. 2009174439. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 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:

- i) Failure to pay the following amounts, now in arrears:

Unpaid principal balance payable in full as of 12/18/2010	\$157,305.75
Accrued Late Charges	\$1,101.10
Estimated accrued and unpaid default interest to 7/7/2011 at 19.00%	\$43,586.02
Interest continues to accrue after said date.	
Lender Other Fees	17,530.53
TOTAL DEFAULT	<u>\$219,523.40</u>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$157,305.75, together with interest from December 18, 2010 as provided in the note or other instrument, 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 made without warranty, express or implied, regarding title, possession, or encumbrances on October 7, 2011. The promissory note which is the basis of this foreclosure, became due and payable on December 18, 2010. The sale will be discontinued and terminated if at any time on or before the sale date by the Grantor 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. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank.

VI

A written notice of default was transmitted by the beneficiary or Trustee to the Borrower and Grantor at the following address(es):

Danial Ray Cates
721 Wantland Road
Washougal, WA 98671

Amanda and Louis Patrick McAtee, Jr.
721 Wantland Road
Washougal, WA 98671

Amanda and Louis Patrick McAtee, Jr.
712 Wantland Road
Washougal, WA 98671

Jerry Ray Cates
721 Wantland Road
Washougal, WA 98671

and a copy of said written notice of default was personally served on the Borrower and Grantor 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 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 objections to this 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

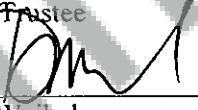
The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following 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.

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (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.

EFFECTIVE DATE: July 7, 2011

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.,
Successor Trustee

By: 
David A. Weibel
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527

State of Washington)
) ss.
County of King)

On this 7 day of July, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally David A. Weibel, to me known to be an Officer of Bishop, White, Marshall & Weibel, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

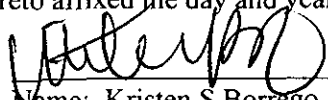

Name: Kristen S Borrego
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp: 10/09/14

EXHIBIT 'A'

That portion of the West Half of the Southeast Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Commencing at a 1" iron pipe with a brass disk marking the Southwest corner of said Section 34, as shown in recorded Survey Book 1, Page 247;

Thence South $89^{\circ}30'12''$ East along the South line of said Section 34, a distance of 2613.30 feet to a found $\frac{3}{8}$ " iron rod with a yellow plastic cap stamped "SWART 16929", marking the Southwest corner of Deed recorded in Book 130, Page 968;

Thence North $01^{\circ}12'11''$ East along the West line of said West Half of the Southeast Quarter of said Section 34, a distance of 826.88 feet to the True Point of Beginning of this herein described parcel of land;

Thence continuing North $01^{\circ}12'11''$ East along said West line, a distance of 497.58 feet to a found $\frac{3}{8}$ " iron rod with a yellow plastic cap stamped "HAGEDORN", as shown in recorded Survey Book 1, Page 244 for the Southwest corner of Lot 11 and the Northwest corner of the Southwest Quarter of said Southeast Quarter of Section 34;

Thence continuing North $01^{\circ}12'11''$ East along said West line, a distance of 301.03 feet to the centerline of Wanland Road;

Thence Easterly along said centerline, a distance of 69.73 feet on a curve to the right having a radius of 300.00 feet and a central angle of $13^{\circ}19'04''$;

Thence continuing along said centerline North $86^{\circ}20'00''$ East, a distance of 39.95 feet;

Thence continuing along said centerline, a distance of 66.03 feet on a curve to the left having a radius of 100.00 feet and a central angle of $37^{\circ}50'00''$;

Thence continuing along said centerline North $48^{\circ}30'00''$ East, a distance of 204.53 feet;

Thence continuing along said centerline, a distance of 42.20 feet on a curve to the left having a radius of 100.00 feet and a central angle of $24^{\circ}10'36''$;

Thence North $36^{\circ}24'42''$ East, a distance 64.72 feet;

Thence North $29^{\circ}09'52''$ East, a distance of 100.90 feet to the North line of said Lot 11;

Thence South $80^{\circ}20'00''$ East along said North line, a distance of 726.38 feet to the North line of Lot 12 of said "HAGEDORN" survey;

Thence North $60^{\circ}40'00''$ East along said North line of Lot 12, a distance of 202.65 feet to a point on the East line of said West Half of the Southeast Quarter;

Thence South $01^{\circ}11'49''$ West along said East line, a distance of 639.96 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 34;

Thence North $89^{\circ}28'13''$ West along the North line of said Southwest Quarter of the Southeast Quarter, a distance of 881.81 feet;

Thence South $01^{\circ}12'11''$ West, a distance of 497.37 feet;

Thence North $89^{\circ}29'55''$ West, a distance of 437.75 feet to the True Point of Beginning.