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GORGE TITLE Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

Filed for Record at Request of: Department of Commerce c/o David R. Riley Weinstein & Riley, P.S. 2001 Western Avenue, Suite 400 Seattle, WA 98121

512-0187

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, et. seq.

TO:

Joseph Gamble 152 Lakeshore Drive Skamania, WA 98648

152 Lakeshore Drive Skamania, WA 98648 Margaux Inc.

Margaux, Inc. dba The Store @ North Bonneville Chevron 51 West Cascade Drive North Bonneville, WA 98639

Margaux Inc. c/o Sandra Gamble 152 Lakeshore Drive Skamania, WA 98648

Sandra Gamble

NOTICE IS HEREBY GIVEN that the undersigned Trustee, David R. Riley, will on the 31st day of May 2013, at the hour of 10:00 o'clock a.m. at the main entrance to the Skamania County Courthouse, 240 Vancouver Ave., Stevenson, WA, 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, legally described as follows:

Lots 8 and 9, Block 3, Woodard Maring Estates, according to the official plat thereof on file and of record at pages 114 and 115 of Book "A" of Plats, Records of Skamania County, Washington.

*Assessor's Property Tax Parcel Account Number(s): 02063414350000; 02063414360000.

*The Real Property or its address is commonly known as: xxx Lake Shore Drive, Skamania, WA 98548 aka xxx Skamania Landing Road.

which is subject to that certain Deed of Trust dated October 28, 1999, recorded November 1, 1999, under Auditor's File No. 136708, records of Skamania County, Washington, from Joseph Gamble and Sandra Gamble, as Grantors, to Skamania County Title Company, as Trustee, to secure an obligation in favor of Department of Community, Trade and Economic Development, now known as Washington State Department of Commerce, whose address is 1011 Plum St. SE, Olympia, WA 98504-8300, as Beneficiary.

*The Tax Parcel ID number and Real Property Address are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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

AFN #2013000390 Page: 2 of 5

III.

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

A. Failure to pay when due the following amounts which are now in arrears and/or other defaults:

Payments (from March 22, 2001 through February 22, 2013):		\$358,832.64
	Total Arrearage:	\$ 358,832.64
Trustee's Expenses		
(Itemization)		- 4
Attorney's Fees		\$ 800.00
Title Report		\$ 920.84
Process Service		\$120.00
Photocopies		\$15.00
Statutory Mailings	- 4 //	\$135.00
Recording Fees	Y, 9	\$ 85.00
Toll Calls		\$0.00
Publication		\$0.00
Inspection Fees		\$0.00
Other		\$0.00
	Total Costs:	\$ 2,075.84

Total Amount Due: \$360,908.48

B. Defaults other than failure to make payments: Failure to pay real estate taxes for 2010, 2011 and 2012 on both parcels in the amount of \$4,360.00.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$294,022.26, together with interest as provided in the note or other instrument secured from the 22nd day of March, 2001, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

 \mathbf{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 the 31st day of May 2013. The default(s) referred to in paragraph III must be cured by the 20th day of May 2013 (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 20th day of May 2013 (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 20th day of May 2013 (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.

AFN #2013000390 Page: 3 of 5

VI.

A written notice of default was transmitted by the Trustee to the Borrower and Grantor at the following addresses:

Joseph Gamble, 152 Lakeshore Drive, Skamania, WA 98648

Sandra Gamble, 152 Lakeshore Drive, Skamania, WA 98648

Margaux, Inc., c/o The Store at North Bonneville Chevron, Attn: Joseph Gamble, 51 West Cascade Drive, North Bonneville, WA 98639

Margaux, Inc., c/o The Store at North Bonneville Chevron, Attn: Sandra Gamble, 51 West Cascade Drive, North Bonneville, WA 98639

by both first class and certified mail on the 9th day of January 2013, proof of which is in the possession of the Trustee; and on January 9, 2013, the Borrower and Grantor were personally served with said written notice of default <u>OR</u> the written notice of default was posted on 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's Sale will be held in accordance with RCW 61.24 and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 same 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.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected

AFN #2013000390 Page: 4 of 5

with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

XI.

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 (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.

XII.

NOTICE TO GUARANTORS

Guarantor(s) of the obligation secured by this deed of trust: (1) 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) 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; (3) 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.

DATED: Februa 27,2013

David R. Riley, Trustee Weinstein & Riley, P.S. 2001 Western Avenue, Suite 400 Seattle, WA 98121 (206) 269-3490 AFN #2013000390 Page: 5 of 5

STATE OF WASHINGTON) ss. COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this day personally appeared before me DAVID R. RILEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of Lebruary, 2013.

CBLC WASHINGTON

Printed Name: JOAN E. ROTEAMEL
NOTARY PUBLIC in and for the

State of Washington.

Residing at: <u>Multiplie Island</u>
Commission expires: 12/30/6