AFN #2014001964 Recorded 11/17/2014 at 11:36 AM DocType: NTS Filed by: Page: 3 of 5 Auditor Timothy O. Todd Skamania County, WA

## **AFTER RECORDING, RETURN TO:**

Brian R. Heurlin Heurlin, Potter, Jahn, Leatham, Holtmann & Stoker, P.S. 211 E. McLoughlin Blvd., Suite 100 Vancouver, WA 98663

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## NOTICE OF TRUSTEE'S SALE

Grantor: BM Equity Holding 1, LLC

Trustee: Heurlin, Potter, Jahn, Leatham, Holtmann & Stoker, P.S.

Beneficiary: Riverview Community Bank

Deed of Trust dated November 4, 2008 and recorded November 18, 2008

Auditor's Filing No.: 2008171501

Abbreviated Legal Description: Lot(s) MF-8, of RELOCATED NORTH BONNEVILLE 3RD

Tax Account No. 02072922230000

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**NOTICE IS HEREBY GIVEN** that the undersigned Successor Trustee will on February 27, 2015 at the hour of 11:00 a.m. at the main entrance to the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, Washington, 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 Clark, State of Washington, to-wit:

Lot MF-8, Block 10, THIRD ADDITIONS TO THE PLATS OF RELOCATED NORTH BONNEVILLE BLOCK 10, according to the plat thereof, recorded in Book "B" of plats, pages 34 and 35, records of Skamania County, Washington.

which is subject to that certain Deed of Trust dated November 4, 2008, recorded November 18, 2008, under Auditor's File No. 2008171501, records of Skamania County, Washington, from BM Equity Holding 1, LLC, as Grantor, to Riverview Services, Inc., as Trustee, to secure an

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obligation in favor of Riverview Community Bank, as Beneficiary. Heurlin, Potter, Jahn, Leatham, Holtmann & Stoker, P.S. is the duly appointed Successor Trustee.

II.

No action commenced by the Beneficiary of the Deed of Trust or Beneficiary's successor 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:

a. Failure to pay the entire outstanding balance due and owing pursuant to the note and deed of trust at the maturity date of the note resulting in the following sums being now in arrears:

Principal Amount Due	\$358,448.37
Interest From January 10, 2014	
through November 10, 2014 at Default Rate	54,619.68
Late Payments	343.74
Force Place Insurance	<u>4,301.00</u>
TOTAL PAST DUE AMOUNTS	\$417,712.79

IV.

The sum owing on the obligation secured by the Deed of Trust referenced in I. above is: Principal \$358,448.37, 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 made without warranty, express or implied, regarding title, possession or encumbrances on February 27, 2015. The default(s) referred to in paragraph III must be cured by February 16, 2015 (11 days before the sale), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before February 16, 2015 (11 days before the sale date), the default(s), as set forth in paragraph III is/are cured and all payments becoming due (or interest accrued if the entire obligation is due) hereafter are paid and the Successor Trustee's fees and costs are paid. The sale may be terminated any time after February 16, 2015 (11 days before the sale), and before the sale by the Borrower, Grantor, any Guarantor, 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

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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 or the Grantor's successor in interest at the following address:

Jeffrey P. Hendrickson PO Box 1649 Brush Prairie, WA 98606

Victoria L. Hendrickson PO Box 1649 Brush Prairie, WA 98606

Jeffrey P. Hendrickson 2106 NE 124<sup>th</sup> Avenue Vancouver, WA 98684

Victoria L. Hendrickson 2106 NE 124<sup>th</sup> Avenue Vancouver, WA 98684 Jeffrey P. Hendrickson PO Box 7399 Vancouver, WA 98687

Victoria L. Hendrickson PO Box 7399 Vancouver, WA 98687

BM Equity Holding 1, LLC 2106 NE 124<sup>th</sup> Avenue Vancouver, WA 98684

BM Equity Holding 1, LLC PO Box 7399 Vancouver, WA 98687

by both First Class and Certified Mail, Return Receipt Requested, on July 25, 2014, proof of which is in the possession of the Successor Trustee; and the Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above on July 26, 2014 and the Successor Trustee has possession of proof of such service or posting.

VII.

The Successor 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

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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 20<sup>th</sup> 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 20<sup>th</sup> 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 GUARANTOR

The following notice is hereby provided to the Guarantor of the Note, in accordance with RCW 61.24.042:

- (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.

XII.

The Successor 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 Successor Trustee is not required to provide title information concerning this property. Any person interested in this AFN #2014001964 Page: 5 of 5

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 Successor Trustee will not provide legal advice concerning the foreclosure. The Successor Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issue, or other information about the real property being foreclosed should obtain all such information independently.

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

HEURLIN, POTTER, JAHN, LEATHAM, HOLTMANN & STOKER, P.S., Successor Trustee

By:

Brian R. Heurlin

211 E. McLoughlin Boulevard Vancouver, Washington 98663

Phone: (360) 750-7547

STATE OF WASHINGTON )

: so County of Clark )

I certify that I know or have satisfactory evidence that BRIAN R. HEURLIN signed this instrument as the President of Heurlin, Potter, Jahn, Leatham, Holtmann & Stoker, P.S., Successor Trustee of that certain Deed of Trust dated November 18, 2008, and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this day of November, 2014.

Notary Public for Washington

My Commission, Expires: \_\_

Residing at: Vancouver

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