

AFTER RECORDING, RETURN TO:

F. James Mayhew
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NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN

Grantor: David A. Creagan and Brenda L. Creagan
Trustee: F. James Mayhew, Attorney at Law
Beneficiary: Justin Held
Deed of Trust: Auditor's File No. 2006161754, records of Skamania County, WA
Assignment of Deed of Trust: Auditors File No. 2017002103, records of Skamania County, WA
Legal Description: Ptn. NE Sec 23, T7N, R6E W.M
Tax Account No.: 07-06-23-1-0-1000-00 *ym 9/6/18*

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 14th day of December, 2018, at the hour of 9:00 o'clock am. at 240 NW Vancouver, Avenue, Stevenson, 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:

See Exhibit "A" attached hereto

which is subject to that certain Deed of Trust dated May 26, 2006, recorded under Auditor's File No. 2006161754 records of Skamania County, Washington, from David A. Creagan and Brenda L. Creagan, as Grantors, to Totten, Inc., as Trustee, to secure an obligation in favor of West Coast Bank, as Beneficiary. West Coast Bank merged with Columbia State Bank. The beneficial interest was assigned by Columbia State Bank, under an Assignment recorded under

Auditor's File No. 2017002103 to Justin Held. F. James Mayhew 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 following past due amounts under the Deed of Trust which are in arrears:

\$606,831.77.

(\$606,831.77 consists of \$495,000.00 in principal, \$61,924.23 in interest, \$32,175.00 in late fees, plus other costs and advances estimated to date in the amount of \$17,732.54.)

IV.

The sum owing on the obligation secured by the Deed of Trust referenced above is: Principal \$495,000.00, together with interest, late fees and penalties 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 the 14th day of December, 2018. The default(s) referred to in paragraph III must be cured by the 3rd day of December, 2018 (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 3rd day of December, 2018, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Successor Trustee's fees and costs are paid. The sale may be terminated any time after the 3rd day of December, 2018 (11 days before the sale date), 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 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 Successor Trustee to the Borrower and Grantor or the Grantor's successor at the following addresses:

**David A. Creagan
Brenda L. Creagan
32214 N. E. 82nd Ave
LaCenter, WA 98629**

by both first-class and certified mail on the 26th day of July, 2018, proof of which is in the possession of the Successor Trustee; and the Borrower and Grantor were personally served on the 2nd day of August, 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 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 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.

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 the 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 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.

“THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME”

You have only 20 DAYS from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide FREE foreclosure counselors recommended by the Washington State Housing Finance Commission:

Toll-free: 1-877-894-HOME (1-877-894-4663)

http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm

United States Department of Housing and Urban Development:

Toll-free: 1-800-569-4287

Local counseling agencies in Washington:

<http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Toll-free: 1-800-606-4819

<http://nwjustice.org/what-clear>

By: F. James Mayhew
F. James Mayhew, Successor Trustee
211 E. McLoughlin Blvd., Suite 100
Vancouver, WA 98663
Phone: (360) 699-6317

EXHIBIT A

PARCEL I: 07-06-23-1-0-1000-00 (Formerly 07-06-23-1-0-0500-00, 07-06-23-1-0-0700-00, 07-06-23-1-0-0800-00 and 07-06-23-1-0-0200-00)

A tract of land located in a portion of the Northeast Quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter of Section 23; thence South $01^{\circ} 20' 10''$ West, along the West line of said Northeast Quarter, for a distance of 286.00 feet to the True Point of Beginning;

Thence South $87^{\circ} 35' 18''$ East for a distance of 1,679.76 feet to a point on the centerline of Pine Creek; Thence along said centerline of Pine Creek the following courses; Thence South $16^{\circ} 00' 00''$ East for a distance of 175.00 feet; Thence South $10^{\circ} 29' 40''$ East for a distance of 168.20 feet; Thence South $12^{\circ} 09' 53''$ East for a distance of 170.33 feet; Thence South $12^{\circ} 00' 00''$ East for a distance of 85.00 feet; Thence South $25^{\circ} 00' 00''$ East for a distance of 92.00 feet; Thence South $26^{\circ} 00' 00''$ East for a distance of 163.00 feet; Thence South $56^{\circ} 00' 00''$ East for a distance of 258.00 feet; Thence South $20^{\circ} 55' 25''$ East for a distance of 47.84 feet; Thence North $89^{\circ} 17' 49''$ West for a distance of 5.00 feet; Thence South $15^{\circ} 00' 00''$ East for a distance of 35.00 feet; Thence South $12^{\circ} 27' 00''$ West for a distance of 135.67 feet; Thence $03^{\circ} 16' 18''$ West for a distance of 331.88 feet; Thence South $14^{\circ} 00' 47''$ West for a distance of 48.78 feet; Thence South $42^{\circ} 00' 00''$ West for a distance of 130.00 feet; Thence South $01^{\circ} 00' 00''$ East for a distance of 20.00 feet; Thence South $89^{\circ} 22' 46''$ East for a distance of 1.25 feet; Thence South $05^{\circ} 00' 00''$ West for a distance of 166.97 feet; Thence South $09^{\circ} 28' 02''$ West for a distance of 167.11 feet; Thence South $04^{\circ} 25' 06''$ East for a distance of 110.32 feet; Thence South $48^{\circ} 00' 00''$ East for a distance of 70.00 feet; Thence South $54^{\circ} 00' 00''$ East for a distance of 170.00 feet; Thence South

$57^{\circ} 00' 00''$ East for a distance of 85.00 feet; Thence South $51^{\circ} 00' 00''$ East for a distance of 50.00 feet to a point on the South line of said Northeast Quarter of Section 23; Thence leaving the centerline of Pine Creek, North $89^{\circ} 27' 43''$ West, along said South line of the Northeast Quarter, for a distance of 2,332.41 feet to the Southwest corner of said Northeast Quarter of Section 23; Thence North $01^{\circ} 20' 10''$ East, along the West line of said Northeast Quarter, for a distance of 666.18 feet; Thence leaving said West line, South $89^{\circ} 22' 46''$ East for a distance of 1,949.45 feet; Thence North $01^{\circ} 00' 00''$ West for a distance of 56.56 feet; Thence North $42^{\circ} 00' 00''$ East for a distance of 148.78 feet; Thence North $03^{\circ} 16' 18''$ East for a distance of 163.59 feet; Thence North $89^{\circ} 20' 18''$ West for a distance of 1,934.60 feet to a point; Thence North $01^{\circ} 20' 10''$ East for a distance of 333.02 feet; Thence South $89^{\circ} 17' 49''$ East for a distance of 1,929.50 feet; Thence North $56^{\circ} 00' 00''$ West for a distance of 213.55 feet; Thence North $26^{\circ} 00' 00''$ West for a distance of 190.67 feet; Thence North $25^{\circ} 00' 00''$ West for a distance of 104.27; Thence North $12^{\circ} 00' 00''$ West for a distance of 96.39 feet; Thence North $12^{\circ} 09' 53''$ West for a distance of 193.04 feet; Thence North $89^{\circ} 12' 52''$ West for a distance of 1,663.57 feet to a point on the West line of said Northeast Quarter; Thence North $01^{\circ} 20' 10''$ East, along the West line of said Northeast Quarter for a distance of 380.18 feet to the True Point of Beginning.