

AFTER RECORDING, RETURN TO:

LANDERHOLM, P.S.
805 BROADWAY STREET, SUITE 1000
VANCOUVER, WA 98660

NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN

Grantor: DIANE CATES, TRUSTEE
CATES FAMILY REVOCABLE LIVING TRUST
UTA DATED NOVEMBER 2, 2017

Beneficiary: TRADESMEN ELECTRIC, INC.

Successor Trustee: LANDERHOLM, P.S.

Loan Servicer: TRADESMEN ELECTRIC, INC.

Abbreviated Legal: LOT 1 OF THE CLIFF SIDE S/P#2012-181867 .59AC
BUILDABLE

Tax Parcel ID No.: 02053400060500

Related Document Ref. No: 2019000079

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I.

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED Trustee, Landerholm, P.S., will on **FRIDAY, January 22, 2021 at 11:00 A.M.** at the following location: The main entrance of the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, WA 98648, 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:

AS IN SAID DEED OF TRUST AND DESCRIBED ABOVE.

See attached Exhibit A

The afore-described real property is subject to that certain Deed of Trust dated January 3, 2019, and recorded on January 22, 2019, under Auditor's File No. 2019-000079, records of Skamania

County, Washington wherein Diane F. Cates, Trustee, Cates Family Revocable Family Living Trust UTA dated November 2, 2017 is named as Grantor, Clark County Title is named Trustee, and Tradesmen Electric, Inc. is named Beneficiary.

Landerholm, P.S. was appointed Successor Trustee on August 27, 2020 under Auditor's File No. 2020-002263.

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, Grantor(s)' or any successor-in-interest's default on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

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

Monthly Loan Payments

Monthly payments in the amount of \$1,177.24 each:	\$18,835.84
July – December 2019	
January – October 2020	
Monthly late fees in the amount of \$58.86 each:	\$941.79
July – December 2019	
January – October 2020	
Subtotal:	\$19,777.63

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 to reinstate the Deed of Trust.

Trustee's or Attorney's Fees	\$3,500.00
Trustee's Sale Guarantee	\$527.00
Service and Posting Fees	\$150.00
Recording Fees	\$150.00
Statutory Mailing Costs	\$100.00

Costs and Fees Subtotal: **\$4,427.00**

**TOTAL CURRENT ESTIMATED REINSTATEMENT
AMOUNT (As of October 1, 2020)** **\$24,204.63**

Note: The Beneficiary's failure to include any existing default in the foregoing list is not intended to constitute a waiver of such default. The Beneficiary reserves all rights regarding each and every default, whether known or unknown to Beneficiary at this time.

The estimated additional amounts that will be due to reinstate on January 4, 2021 (11 days before the sale date):

Additional Estimated Arrearages

Monthly loan payments in the amount of \$1,177.24 each: \$3,531.72
November – December 2020
January 2021

Monthly late fees in the amount of \$58.86 each: \$117.72
November – December 2020

Additional Arrearages Subtotal: **\$3,649.44**

Additional Estimated Costs and Fees

Additional Trustees' or Attorneys' Fees: \$2,500.00

Publication Costs: \$1,100.00

Additional Costs and Fees Subtotal: **\$3,600.00**

**TOTAL ESTIMATED REINSTATEMENT AMOUNT
As of January 11, 2021 (11 days before the sale date):** **\$31,454.07**

IV.

The sum owing on the obligation secured by the Deed of Trust is Principal of \$45,447.27, as provided in the Note and such other costs and fees as are due under the Deed of Trust and as are provided by statute. 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 the reinstatement 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 may include presently

unknown expenditures required to preserve the property, or to comply with state or local laws, it is necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be in the full amount by certified funds or cash equivalent to the Trustee whose address is:

Landerholm, P.S.
Attn: Jean M. McCoy
805 Broadway Street, Suite 1000
Vancouver, WA 98660
(360) 696-3312

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 **FRIDAY, JANUARY 22, 2021 at 11:00 A.M.** The default(s) referred to in Paragraph III must be cured by Monday, January 11, 2021 (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 Monday, January 11, 2021 (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 Monday, January 11, 2021 (11 days before the sale date) and before the sale by the Borrower, Grantor(s), any Guarantor, any successor-in-interest, or the holder of any recorded junior lien or encumbrance paying the entire principal 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.

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

VI.

A written Notice of Default was transmitted by the Trustee to the Borrower, Grantor(s), Guarantor(s) and any successor at the following addresses:

DIANE CATES, TRUSTEE
CATES FAMILY REVOCABLE LIVING TRUST
UTA DATED NOVEMBER 2, 2017
721 Wantland Road
Washougal, WA 98671

by both first class and certified mail on August 28, 2020, proof of which is in the possession of the Trustee; and on September 1, 2020 the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, proof of which is in the possession of the Trustee.

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, though or under the Grantor of all their interest in the above-described property.

IX.

Anyone having an objection to the sale on any grounds whatsoever are afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the Revised Code of Washington, Chapter 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale. Service of process of any lawsuit or legal action may be made on Landerholm, P.S., whose address is Landerholm, P.S. 805 Broadway Street, Suite 1000, Vancouver, WA 98660.

X.

Notice to Occupants or Tenants:

The purchaser at the Trustee's Sale shall be entitled to possession of the property on the 20th day following the sale, as against the borrower and 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, who were given all of the notices to which they were entitled under this chapter. 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.

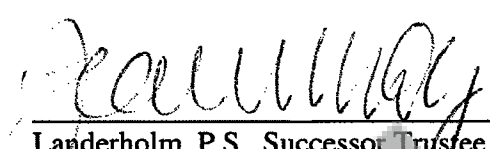
Notice to Guarantor:

The 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. 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 cost.

The Guarantor has the same rights to cure the default, or repay the debt as is given to the Grantor(s) in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 16th day of October, 2020.


Landerholm, P.S., Successor Trustee
Attn: Jean M. McCoy
805 Broadway Street, Suite 1000
Vancouver, WA 98660
(360) 696-3312

For further information please call Jean M. McCoy at (360) 696-3312.

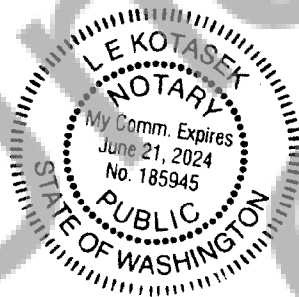
STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that JEAN M. MCCOY is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as SUCCESSOR TRUSTEE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16th day of October, 2020.




Printed Name LE KOTASEK

Notary Public in and for the State of Washington

My Commission/Appointment expires JUNE 21, 2024

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE CLIFF SIDE SHORT PLAT, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, CLIFF SIDE SHORT PLAT, RECORDED UNDER AUDITOR FILE NO. 2012181867, SKAMANIA COUNTY, WHICH IS MONUMENTED BY A YELLOW PLASTIC CAP ON A 5/8" REBAR; THENCE ALONG THE WEST SIDE OF SAID LOT 2 NORTH 01°12'11" EAST, A DISTANCE OF 289.58 FEET; THENCE ALONG THE WEST SIDE OF LOT 1 OF SAID SHORT PLAT NORTH 01°12'11" EAST, A DISTANCE OF 208.00 FEET TO A WHITE PLASTIC CAP ON 5/8" REBAR AND THE POINT OF BEGINNING; THENCE NORTH 01°12'11" EAST, A DISTANCE OF 301.03 FEET TO THE CENTERLINE OF WANTLAND ROAD, AS DESCRIBED IN BOOK 74, PAGE 570, SKAMANIA COUNTY RECORDS; THENCE ALONG SAID CENTERLINE ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 13°19'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 79°40'28" EAST 69.58 FEET; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 69.73 FEET; THENCE ALONG SAID CENTERLINE NORTH 86°20'00" EAST TANGENT TO SAID CURVE, A DISTANCE OF 39.95 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE ALONG SAID CENTERLINE A DISTANCE OF 65.03 FEET ALONG THE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 37°50'00"; THENCE ALONG SAID CENTERLINE NORTH 48°30'00" EAST TANGENT TO SAID CURVE, A DISTANCE OF 204.53 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE A DISTANCE OF 42.00 FEET ALONG THE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 24°10'36"; THENCE NORTH 36°24'42" EAST, A DISTANCE OF 64.72 FEET TO A POINT WHICH IS MONUMENTED BY A YELLOW PLASTIC CAP ON A 5/8" REBAR; THENCE NORTH 29°09'52" EAST, A DISTANCE OF 100.90 FEET; THENCE SOUTH 80°19'57" EAST, A DISTANCE OF 385.67 FEET TO THE LINE COMMON TO LOT 1 AND LOT 4 OF SAID CLIFF SIDE SHORT PLAT; THENCE ALONG SAID LINE SOUTH 45°29'14" WEST, A DISTANCE OF 203.55 FEET; THENCE ALONG SAID LINE SOUTH 63°19'42" WEST, A DISTANCE OF 505.53 FEET; THENCE ALONG SAID LINE SOUTH 89°28'13" EAST, A DISTANCE OF 218.88 FEET; THENCE ALONG SAID LINE SOUTH 01°12'12" WEST, A DISTANCE OF 143.29 FEET; THENCE SOUTH 80°51'51" WEST, A DISTANCE OF 444.94 FEET TO THE POINT OF BEGINNING.