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BOOK 188 PAGE 172

FILED FOR RECORD
STAFFORD, WASH
BY SKAGANIA CO. TITLE

APR 12 2 56 PM '99

Olson
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name Sutell & Sweet
Address 2476 - 76th Ave SE
City/State Mercer Island, WA 98040

Document Title(s): (or transactions contained therein)

1. Notice of Trustees Sale
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

AF128775 Vol 167 Pg 558

☐ Additional numbers on page _____ of document



**First American Title
Insurance Company**

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. Messa David A.
2. Messa Cindy L.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Oakwood Acceptance Corp
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

NW 1/4 Sec 35, T4N, R7E

☒ Complete legal description is on page 2 of document

Assessor's Property Tax Parcel / Account Number(s): 04-07-35-0-0-1102

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SUTTELL & SCHWEET
ATTORNEYS AT LAW
2478 - 78th AVENUE S.E.
MERCER ISLAND, WA 98040

**NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET.SEQ.**

TO: Occupants of the Premises
David A. Messer
Cindy L. Messer
All Other Interested Parties

Wee Care of Stevenson

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **16th day of July, 1999**, at the hour of 9:00 a.m., at (street address and location if inside a building) outside the North door of the Skamania County Courthouse, Vancouver AVE, in the city of Stevenson, County of Skamania, 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:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest Corner of Lot 3 of the Agnes M. Griffing Short Plat, recorded in Book 2 of Short Plats, Page 185; thence North along the West line 185 feet to the true point of beginning; thence North along said West line 245 feet to the Northwest Corner of said Lot 3; thence East along the North line 356 feet to the Northeast Corner; thence South along the East line of said Lot 245 feet; thence West parallel to the South line 356 feet to the true point of beginning. (Tax Parcel No. 04-07-35-0-0-1102-00). AND a 1997 Silvercrest Westwood 27x74 Manufactured Home, Serial Number 17710215.

commonly known as 82 Griffing Road, Carson WA 98610, which is the subject of that certain Deed of Trust dated July 24, 1997, recorded under Auditor's File No. 128775, records of Skamania County, Washington, from David A. Messer and Cindy L. Messer,

husband and wife, as Grantors, to Skamania County Title Company, as Trustee, to secure an obligation in favor of Oakwood Acceptance Corporation, dba Nationwide Mortgage Company.

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 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:
(If default is for other than payment of money, set forth the particulars)
Failure to pay when due the following amounts which are now in arrears:

8 monthly payments of \$931.19 each
(09/01/98 to 04/01/99):

\$ 7,442.47

7 late charges of \$37.25 for each monthly
payment not made within 15 days of its
due date:

\$ 260.75

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$ 7,703.22

IV

The sum owing on the obligation secured by the Deed of Trust is: **Principal \$120,264.55**, together with interest as provided in the note or other instrument secured from the 5th day of November, 1998, 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 16th day of July, 1999. The default(s) referred to in paragraph III must be cured by the 5th day of July, 1999 (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 5th day of July, 1999. (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 5th day of July, 1999 (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.

VI

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

NAME	ADDRESS
Occupants of the Premises	82 Griffing RD Carson WA 98610
David A. Messer	82 Griffing RD Carson WA 98610
Cindy L. Messer	82 Griffing RD Carson WA 98610

by both first class and either registered or certified mail on January 20, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 26th day of January, 1999, 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 Trustee has possession of proof of such service or posting.

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

IX

Anyone having any objections 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

This is an attempt to collect a debt, any information obtained may be used for that purpose. If you have any questions regarding your rights and responsibilities in this situation, we suggest that you consider consulting with your own attorney.

DATED: April 5, 1999

AMERICAN FORECLOSURE SERVICES, INC.

By: [Signature]
William G. Suttell, Vice-President
2476 76th AVE SE
Mercer Island WA 98040
(206) 236-3109

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 5th day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William G. Suttell, to me known to be the Vice-President of 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 stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the State of
Washington, residing at Seattle
Name Printed: Maureen A. Fitzgerald
My commission expires: 9/27/00

