

135337

BOOK 189 PAGE 977

FILED
SKAMANIA COUNTY

JUN 4 10 00 AM '99

GARY M. OLSON

After Recording Mail to:

T.D. ESCROW SERVICES INC.,
DBA T.D. SERVICE COMPANY
1750 E. 4th Street, #800
Santa Ana, CA 92705Loan #: FC12412/3000135065
TD #: 6254**NOTICE OF TRUSTEE'S SALE**Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

TO: MARK J. ENTER A SINGLE PERSON

NOTICE IS HEREBY GIVEN THAT the undersigned Trustee, T.D. Escrow Services Inc., DBA T.D. Service Company, will on the 3RD day of SEPTEMBER 1999 at the hour of 10 : 00 AM at VANCOUVER AVE. ENTRANCE, SKAMANIA COUNTY COURTHOUSE, STEVENSON, State of Washington, sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in the County of SKAMANIA State of Washington, to wit: (Tax Parcel No: 01-05-01-0-0-1600-00)

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, FOR MORE COMPLETE LEGAL SEE ATTACHED EXHIBIT "B". page 4

By name ☒
 ordered, by ☒
 direct ☒
 filed ☒
 noted ☒

(also may be known as: MILE POST 28.10R SR14, WASHOUGAL, WA 98671) which is subject to that certain Deed of Trust dated 03/23/1998, recorded 03/30/1998 under Auditor's File No. 131000, records of SKAMANIA County, Washington, from MARK J. ENTER

as Grantor, SKAMANIA COUNTY TITLE COUNTY as Trustee, to secure an obligation in favor of SCHELLER, HESS-YODER AND ASSOCIATES INC., AN OREGON CORPORATION as Beneficiary. The beneficial interest was thereafter assigned under Auditor's No. 135326 to THE BANK OF NEW YORK, AS TRUSTEE SEE ATTACHED EXHIBIT "A" FOR MORE COMPLETE LEGAL

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:

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

7 Late Charge(s) of \$8.91 from 11/16/98

62.37

8 Payments of \$178.21 from 11/01/98

1,425.68

TOTAL:

NTS98-1 (8/98)

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\$ 1,488.05

IV

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The sum owing on the obligation secured by the Deed of Trust is principal \$ 18,811.57 together with interest as provided in the note or other instrument secured from OCTOBER 01 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 the 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 SEPTEMBER 03, 1999. The default(s) referred to in paragraph III must be cured by AUGUST 23, 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 AUGUST 23, 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 AUGUST 23, 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 principle 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 address:

Name: SEE ATTACHED NAMES AND ADDRESSES

Address: SEE ATTACHED NAMES AND ADDRESSES

by both first class and certified mail on APRIL 12, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on APRIL 12, 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 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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

Notice and other personal service may be served on the Trustee at:

T.D. Escrow Services Inc., DBA T.D. Service Company
520 East Denny Way
Seattle, WA 98122-2100
(800) 843-0260

DATED: JUNE 02, 1999

T.D. ESCROW SERVICES INC.,
DBA T.D. SERVICE COMPANY
Successor Trustee

By: 

Vicki Hopkins, Assistant Secretary
1750 E. 4th Street, #800
Santa Ana, CA 92705
(800) 843-0260

For Sale Information (800) 843-0260 ext. 5690

STATE OF CALIFORNIA
COUNTY OF ORANGE

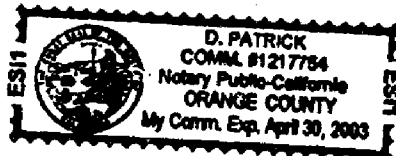
} SS

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On June 2, 1999, before me, D. Patrick
 personally appeared Vicki Hopkins, Asst. Secretary
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
 whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
 the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

WITNESS my hand and official seal.

Signature



MAILING LIST ATTACHMENT

MARK J. EMTER

MILE POST 28.10R SR14
WASHOUGAL, WA 98671 6254

JANE DOE EMTER, WIFE

OF MARK J. EMTER
MILE POST 28.10R SR14
WASHOUGAL, WA 98671 6254

OCCUPANT

MILE POST 28.10 SR 14
WASHOUGAL, WA 98671 6254

MARK J. EMTER

28102 SR 14
WOODLAND, WA 98674 6254

JANE DOE EMTER, WIFE

OF MARK J. EMTER
28102 SR 14
WOODLAND, WA 98674 6254

OCCUPANT

28102 SR 14
WOODLAND, WA 98674 6254

MARK J. EMTER

212 PINE ST.
WOODLAND, WA 98674 6254

JANE DOE EMTER

212 PINE ST.
WOODLAND, WA 98674 6254

EXHIBIT B

A Tract of land in the Northwest Quarter of the Northwest Quarter of Section 12, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 611.2 feet South and 242.7 feet East of the Northwest corner of the said Section 12, said point being on the Southerly Right of Way line of primary State Highway No. 8; thence South 27 degrees 06' East 168.2 feet; thence North 40 degrees 10' East 108.6 feet to a point located in the center of the existing county road; thence in a Northwesterly direction along the center line of said county road 72.6 feet to a point on the Southerly Right of Way line of primary State Highway No. 8; thence Westerly along the Southerly Right of Way line of said highway, 93.6 feet to the point of beginning.

TS #6254

EXHIBIT "A"

THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF 1998-A AMONG CWMBS, INC AS DEPOSITOR, COUNTYWIDE MORTGAGE CONDUIT INC.,(NOW KNOWN AS INDEPENDENT NATIONAL MORTGAGE CORPORATION)("INDYMAC") AS SELLER AND MASTER SERVICER AND THE BANK OF NEW YORK AS TRUSTEE, RELATING TO MORTGAGE PASS THROUGH CERTIFICATES SERIES SEPT.-98