

138678

BOOK 201 PAGE 78

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

H&L Services, Inc., Trustee  
1111 Third Avenue, #3400  
Seattle, WA 98101

SEN 23397

SKAMANIA CO, TITLE

JUL 25 12 29 PM '00

O'Saury

NOTICE OF TRUSTEE'S SALE

Grantor: H&L Services, Inc.  
Grantee: Notice to the Public  
Legal Description:  
Assessor's Tax Parcel ID#: 02-05-31-4-0-0900-00  
Reference # (If applicable):  
SAWYER  
91850-29274

Registered  
Indexed  
Filed  
\$5.00

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 ET.SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 27th day of October, 2000, at the hour of 10:00 o'clock, a.m., at the Main Entrance of the SKAMANIA County Courthouse, 240 Vancouver, Stevenson, WA 98648-0790 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 SKAMANIA, State of Washington, to wit:

SEE APPENDED LEGAL DESCRIPTION

(commonly known as 9792 WASHOUGAL RIVER RD., WASHOUGAL, WA 98671) which is subject to that certain deed of trust dated September 20, 1996, recorded October 4, 1996, under Auditor's File No. 126359, records of SKAMANIA County, Washington, from Mark E. Sawyer and Helen L. Sawyer, husband and wife, as Grantor, to Washington Reconveyance Company, as Trustee, to secure an obligation in favor of Washington Mutual Bank, successor in interest to Great Western Bank, a Federal Savings Bank, as Beneficiary.

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.]

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

**MONTHLY PAYMENTS:**

7 monthly payments at \$976.69 each:  
(January 01, 2000 through July 24, 2000).

\$6,836.83

**LATE CHARGES:**

7 late charges of \$75.02 for each monthly payment not made within 15 days of this due date.

\$525.14

**TOTAL MONTHLY PAYMENTS AND LATE CHARGES:**

\$7,361.97

2. Failure to pay all unpaid and delinquent taxes, bonds, assessments and liens.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$0.00, together with interest as provided in the note or other instrument secured from the 1st day of December, 1999, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute, plus escrow deficiency.

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 27th day of October, 2000. The default(s) referred to in paragraph III must be cured by October 16, 2000 (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 October 16, 2000 (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 October 16, 2000 (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 address:

**NAME**

**ADDRESS**

MARK E. SAWYER  
HELEN L. SAWYER  
OCCUPANTS

9792 WASHOUGAL RIVER RD.  
WASHOUGAL, WA 98671

by both first class and certified mail on the 9th day of June, 2000, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 22nd day of June, 2000, 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. To the best of Trustee's knowledge and belief grantors are not members of the United States military forces.

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.

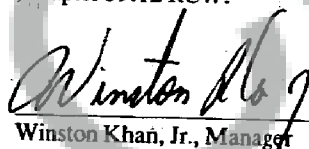
X.

The 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 Trustee is not required to provide title information concerning this 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 Trustee will not provide legal advice concerning the foreclosure. The 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 issues, or other information about the real property being foreclosed should obtain all such information independently.

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.

DATED: July 24, 2000.

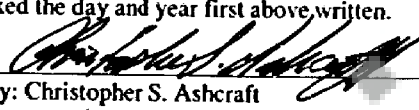


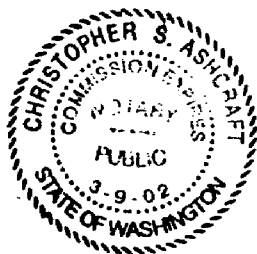
Winston Khan, Jr., Manager  
H&L SERVICES, INC., TRUSTEE  
1111 Third Avenue, #3400  
Seattle, Washington 98101  
(206) 386-5470

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 14th day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Winston Khan, Jr. to me known to be the Manager of H & L SERVICES, INC. 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 she is authorized to execute the said instrument.

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

  
By: Christopher S. Ashcraft  
Notary Public in and for the State of Washington  
Residing at Seattle  
My Commission Expires: 3/9/02



1991, H&L SERVICES, INC.  
ALL RIGHTS RESERVED

total.wpm

BOOK 201 PAGE 82

BOOK 159 PAGE 946



LEGAL DESCRIPTION ATTACHMENT

LOAN NUMBER: 1-778577-7

SCHEDULE "A"

The East Half of Lot 13, and the West three-fourths of Lot 14 of WASHOUGAL SUMMER HOME TRACTS, as per Plat thereof, recorded in Book "A" of Plats, at Page 78, records of Skamania County, Washington.

EXCEPT that portion thereof described as follows:

BEGINNING at a point on the Easterly line of said tract distance Southeasterly 50 feet from the Northeast corner thereof; thence in a Southerly direction to a point on the Southerly line of said tract which is 90 feet distant from the Southwest corner thereof; thence Easterly along the South line of said tract to the Southeast corner thereof; thence in a Northwesterly direction to the Point of Beginning of said excepted tract.

