

140027

BOOK 205 PAGE 616
FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. FILED
DEC 29 3 10 PM '00
AUDITOR
GARY M. OLSON

After Recording Mail to:

T.D. ESCROW SERVICES INC.,
DBA T.D. SERVICE COMPANY
1820 E. First Street, #210
Santa Ana, CA 92705

Loan #: 1101309753
ID #: 7041

NOTICE OF TRUSTEE'S SALE
Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

TO: MARVIN W. JOHNSON AND JUDY R. JOHNSON

NOTICE IS HEREBY GIVEN THAT the undersigned Trustee, T.D. Escrow Services Inc., DBA T.D. Service Company, will on the 30TH day of MARCH 2001 at the hour of 10 : 00 AM at SKAMANIA CO CRTHOUSE, MAIN ENTRANCE, 240 VANCOUVER AVE, STEVENSON, WA 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: 02-05-19-0-0-1304-00)

THE NORTH 660 FEET OF THE WEST 1,650 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. EXCEPT THE WEST 1,320 FEET; ALSO KNOWN AS LOT 1 OF THE PHIL MARDEN SHORT PLAT, RECORDED IN BOOK 1 OF SHORT PLATS, PAGE 13, SKAMANIA COUNTY RECORDS.

(also may be known as: 212 HARDER RD., WASHOUGAL, WA 98671) which is subject to that certain Deed of Trust dated 03/02/1998, recorded 03/06/1998, under Auditor's File No. 130723, records of SKAMANIA County, Washington, from MARVIN W. JOHNSON AND JUDY R. JOHNSON

to BISHOP & LYNCH OF KING COUNTY as Grantor, obligation in favor of WMC MORTGAGE CORP. as Trustee, to secure an

The beneficial interest was thereafter assigned under Auditor's No. BOOK 205, PG 124 to BANK ONE, N.A. FKA THE FIRST NATIONAL BANK OF CHICAGO, AS SEE ATTACHED EXHIBIT "A" FOR COMPLETE VESTING

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.

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:

| | |
|-------------------------------------------|----------|
| 4 Late Charge(s) of \$89.75 from 09/15/00 | 359.00 |
| 4 Payments of \$1,917.28 from 09/01/00 | 7,669.12 |
| BENEFICIARY'S ADVANCE | 168.57 |

TOTAL:

NTS98-1 (8/98)

- Page 1 of 3 -

\$ 8,196.69

BOOK 205 PAGE 617

IV

7041

The sum owing on the obligation secured by the Deed of Trust is principal \$ 165,345.29 together with interest as provided in the note or other instrument secured from AUGUST 01 2000, 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 MARCH 30, 2001. The default(s) referred to in paragraph III must be cured by MARCH 19, 2001, (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 MARCH 19, 2001, (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 MARCH 19, 2001, (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 NOVEMBER 22, 2000, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on NOVEMBER 22, 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.

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: DECEMBER 27, 2000

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

By: 

Vicki Hopkins, Assistant Secretary
1820 E. First Street, #210
Santa Ana, CA 92705
(800) 843-0260

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

BOOK 205 PAGE 618

STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS

7041

On 12-27-00, before me, CHERYL L. MONDRAGON
personally appeared VICKI HOPKINS, ASSISTANT 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

MARVIN W. JOHNSON

212 HARDER RD.
WASHOUGAL, WA 98671

JUDY R. JOHNSON

212 HARDER RD.
WASHOUGAL, WA 98671

OCCUPANT

212 HARDER RD.
WASHOUGAL, WA 98671

MARVIN W. JOHNSON

P.O. BOX 691
WASHOUGAL, WA 98671

JUDY R. JOHNSON

P.O. BOX 691
WASHOUGAL, WA 98671



BOOK 205 PAGE 619

TS 7041

BANK ONE, N.A. FKA THE FIRST NATIONAL BANK OF CHICAGO, AS
TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998, SERIES 1998-A, WITHOUT RECOURSE

000648