142841

BOOX 216 PAGE 619

CLARK COUNTY TITLE

1 10 57 14 '01 Caung GARY 11. 01. SON

ederes ij

When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION 720 Seventh Avenue, Suite 400 Seattle, WA 98104

Trustee's Sale No: 01-OC-26249

## **「海豚乳蛋白蛋蛋蛋蛋质剂是蛋白蛋素**质的

NOTICE OF TRUSTEE'S SALE
Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9-501 et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on December 7, 2001, at the hour of 10:00 AM, at THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVE., STEVENSON, WA, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAMANIA, State of Washington:

ALL THAT PART OF THE NORTHWESET QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING EASTERLY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE KANAKA CREEK ROAD AND SOUTHERLY OF THE COUNTY ROAD KNOWN AS THE SIMMONS ROAD.

Tax Parcel No: 03-07-36-1-0-0400-00, commonly known as 12 SIMMONS ROAD , STEVENSON, WA.

The Property is subject to that certain Deed of Trust dated 10/28/1997, recorded 11/6/1997 in Volume 170, page 707, of Deeds of Trust, under Auditor's/Recorder's No. 129695, records of SKAMANIA County, Washington, from ERIC LILLEGARD, A SINGLE MAN, as Grantor, to FIRST AMERICAN TITLE, as Trustee, in favor of HALLMARK GOVERNMENT MORTGAGE, INC., A WASHINGTON CORPORATION, as Beneficiary, the beneficial interest in which is presently held by NORWEST BANK MINNESOTA, N.A., AS TRUSTEE OF THE SOUTHERN PACIFIC SECURED ASSETS CORPORATION, M.L.A.B. PASS-THROUGH CERTIFICATES. SERIES 1997-4.

11

Nó 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.

111

The default(s) for which this foreclosure is/are made are as follows:

## BOOK 216 PAGE 620

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 5/1/2000, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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

	· .		due as of r 31, 2001
Delinquent Payments from May 01, 2000			
3 payments at \$ 728.43 each	- '	\$	2,185.29
4 payments at \$ 814.62 each	1.0	. \$	3,258.48
6 payments at \$ 884.57 each	400	\$	5,307.42
5 payments at \$ 797.56 each		s	3,987.80
(05-01-00 through 10-31-01)			4 76
Late Charges:		Ś	745.58
Beneficiary Advances:		Š	5,339.61
	700	· ·	3,333.01
TOTAL:	. 1	\$	20.824.13

n

The sum owing on the obligation secured by the Deed of Trust is: Principal \$76,744.35, together with interest as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

The above described real property will be sold to satisfy the expenses 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 December 7, 2001. The default(s) referred to in paragraph III must be cured by November 26, 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 November 26, 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 at any time after November 26, 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 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.

٧

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

ERIC LILLEGARD, 12 SIMMONS ROAD, STEVENSON, WA, 98648

by both first class and certified mail on 8/15/2000, proof of which is in the possession of the Trustee; and on 8/17/2000, the Borrower and Grantor were personally served with said written notice of default or the

2

## BOOK 216 PAGE 621

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.

The Trustee's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of their interest in the above described property.

ΙX

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 same 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

## 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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

DATED: October 30, 2001.

REGIONAL TRUSTEE SERVICES CORPORATION

Trustee

CHRIS REBHUHN, VICE PRESIDENT

720 Seventh Avenue, Suite 400 Address:

Seattle, WA 98104

(206) 340-2550

Sale Information: www.rtrustee.com

BOOK 216 PAGE 622

2

STATE OF WASHINGTON

**COUNTY OF KING** 

On October 30, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally CHRIS REBHUHN, to me known to be the VICE PRESIDENT of REGIONAL TRUSTEE SERVICES CORPORATION, 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/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington, residing at Action My commission expires: 09-110-09

BELDINA OTIENO
STATE OF WASHINGTON
MOTARY ---- PUBLIC
W CONTSENT DERES 9-16-03