

142936

BOOK 216 PAGE 471

FILED IN RECORD
SKAMANIA COUNTY
BY SKAMANIA COUNTY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CAMERON & DREYFUSS, PLC
1750 E. Fourth Street, Suite 500
Santa Ana, CA 92705-3923

Nov 16 2 04 PM '01

CHMOSER

AUDITOR
GARY M. OLSON

(714) 972-1144

927691

SCR 24328

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0000211045 APN: 02 06 23 2 0 0105

TS No: 8286-0018

**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 2/15/2002, at 10:00 AM at AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE 240 VANCOUVER AVE. STEVENSON, WA

sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of SKAMANIA, State of Washington, to-wit:

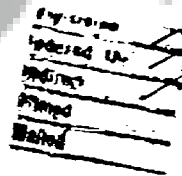
SEE ATTACHED LEGAL Part of Lot 10 Columbia River Estate page 4

Commonly known as:
232 KUEFFLER RD.
SKAMANIA, WA 98648

which is subject to that certain Deed of Trust dated 12/22/99, recorded 1/8/2000, under Auditor's File No. 137144, in Book 195, Page 891 records of SKAMANIA County, Washington, from DAVID D. BLACKWELL AND KELLY J. BLACKWELL, as Grantor(s), to SKAMANIA COUNTY TITLE, as Trustee, to secure an obligation in favor of NOVASTAR MORTGAGE, INC., as Beneficiary, the beneficial interest in which was assigned by NOVASTAR MORTGAGE, INC. to NOVASTAR MORTGAGE INC..

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/Mortgage.

*FIRST AMERICAN TITLE INSURANCE COMPANY



Loan No: 0000211045

T.S. No.: 8286-0018

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:

PAYMENT INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
7/1/2001	2/15/2002	8	\$1,213.20	\$9,705.60

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
7/1/2001	2/15/2002	0	\$0.00

PROMISSORY NOTE INFORMATION

Note Dated:	12/22/99
Note Amount:	\$116,250.00
Interest Paid To:	6/1/2001
Next Due Date:	7/1/2001

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$115,407.28, together with interest as provided in the Note from the 7/1/2001, and such other costs and fees 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 2/15/2002. The defaults referred to in Paragraph III must be cured by 2/4/2002, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 2/4/2002 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 2/4/2002 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

<u>NAME</u>	<u>ADDRESS</u>
DAVID D. BLACKWELL AND KELLY J. BLACKWELL	232 KUEFFLER RD. SKAMANIA, WA 98648

DAVID D. BLACKWELL AND KELLY J. BLACKWELL	232 KUEFFLER ROAD SKAMANIA, WA 98648
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by both first class and certified mail on 10/5/2001, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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.

Loan No: 0000211045

T.S. No.: 8285-0018

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 this 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.

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

DATED: November 14, 2001

First American Title Company (Western States)
3 First American Way
Santa Ana, CA 92707
Phone No: (714) 972-1144

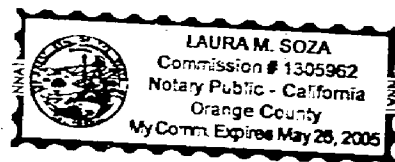

DIANE ERICKSON ASSISTANT SECRETARY

State of California) ss.
County of Orange

On 11/14/2001, before me, LAURA SOZA, a Notary Public in and for said County and State, personally appeared DIANE ERICKSON, 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: 
LAURA SOZA



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EXHIBIT "A"

A portion of Tract No. 10 of Columbia River Estates as more particularly shown on a survey thereof recorded at Page 364 of Book J of Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, and more particularly described as follows:

Beginning at the Northwest corner of said Tract No. 10, said Northwest corner being North $00^{\circ}36'09''$ East 1,595.43 feet and South $88^{\circ}23'51''$ East 659.33 feet from the Southwest corner of said Northwest quarter of Section 23 as measured along the said West line of the Northwest quarter and at a right angle from said West line; thence South $88^{\circ}54'00''$ East along the North line of said Tract No. 10, 300 feet; thence South $00^{\circ}36'09''$ West 327.98 feet to the West line of said Tract No. 10; thence South $37^{\circ}54'33''$ East 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve 238.58 feet; thence South $32^{\circ}28'16''$ East 146.78 feet; thence South $68^{\circ}54'00''$ East 348 feet, more or less, to the East line of the said West half of the Northwest quarter of Section 23; thence North along said East line 360 feet, more or less, to a point which bears South $88^{\circ}54'00''$ East of the true point of beginning; thence North $88^{\circ}54'00''$ West 291 feet, more or less, to the true point of beginning.