

146259

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RECORD AND RETURN TO:
TOWN & COUNTRY TITLE SERVICES, INC.
505 CITY PARKWAY WEST
SUITE 200
ORANGE, CA 92668-2912

FILED
CLARK COUNTY TITLE

OCT 18 2 13 PM '02

J. MICHAEL WISCH

T.S. NUMBER: T02-11778 DA

LOAN NUMBER: 0009731399

FIDELITY NATIONAL TITLE
NOTICE OF TRUSTEE'S SALE

81396

NOTICE IS HEREBY GIVEN that the undersigned Trustee under the terms of the Trust Deed described below and at the direction of the Beneficiary, will at the time and place set forth below, sell at public auction to the highest and best bidder, payable in cash or certified funds at the time of sale, the real property with the assessor's Property Tax Parcel No. 02-07-02-11-0207-00 described as A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF GEORGE CHRISTENSEN-SAM MELONAS SHORT PLAT, PAGE 18, AUDITOR NO. 80764, RECORD OF SKAMANIA COUNTY, WASHINGTON
parcel # 2-7-2-1-1-0207-00

Said property commonly known as: 1093 SW BRIGGS STEVENSON, WA 98648

A. **TIME AND PLACE OF SALE**

TIME AND DATE:
PLACE:

10:00 A.M. 01/24/2003
THE MAIN ENTRANCE TO THE SKAMANIA COUNTY
COURTHOUSE 240 VANCOUVER AVE., STEVENSON, WA

B. **PARTIES IN THE TRUST DEED:**

TRUSTOR:

TRACY A. THROW AND PHILIP E. THROW WIFE AND
HUSBAND

TRUSTEE:

SKAMANIA COUNTY TITLE,

BENEFICIARY:

AMERIQUEST MORTGAGE CO.

C. **TRUST DEED INFORMATION:**

DATED:
RECORDING DATE:
RECORDING NO.:
RERECORDED:
RECORDING PLACE:

12/17/1998
12/23/1998
#133798 BK: 184 PG:919
Official Records of the County of SKAMANIA

Prepared	/
Reviewed	/
Noted	/
Filed	/
Recorded	/

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any court by reason of the Debtor's default on the obligation

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secured by the Deed of Trust.

III

The Beneficiary alleges default of the Deed of Trust for the failure to pay the following amounts now in arrears and/or other defaults, to wit:

- | | | |
|---|---|-------------------|
| A. | <u>Monthly Payments:</u>
Monthly installments in arrears from 05/01/2002 through 10/11/2002, | \$5,979.72 |
| B. | <u>Late Charges:</u> | \$299.00 |
| C. | <u>Other Arrears</u> | \$59.80 |
| TOTAL AMOUNT CURRENTLY IN ARREARS & DELINQUENT = | | \$6,338.52 |
| D. | Default(s) other than payment of money: | |

IV

The sum owing on the obligation secured by the Deed of Trust is:

PRINCIPAL BALANCE \$113,528.34

together with interest as provided in the Note or other instrument secured from 04/01/2002 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 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 as set forth above. The default(s) referred to in paragraph III must be cured by the FINAL REINSTATEMENT DATE set forth below which is eleven (11) days before the sale, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the FINAL REINSTATEMENT DATE (11 days before the sale date) and before the sale by the Grantor or by the Grantor's successor in interest or by the holder of any recorded junior lien or encumbrance by 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, plus the Trustee's fees and costs including the Trustee's reasonable attorney's fees, and curing all other defaults.

FINAL REINSTATEMENT DATE: 01/13/2003

VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Debtor or the Debtor's successor in interest at the following addresses:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

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By both first class and certified mail as set forth below, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served with said written Notice of Default, or the written Notice of Default was posted in a conspicuous place on the real property described herein, as set forth below, and the Trustee has possession of proof of such service or posting.

Date of mailing Notice of Default: 08/30/2002
Date of posting real property: 09/05/2002

VII

After receiving a request for a statement of all costs and fees due at any time prior to the sale from any person entitled to notice under RCW 61.24.040 (1) (b) the Trustee whose name and address are set forth below will provide the requested statement in writing to such person.

VIII

The effect of the sale will be to deprive the Debtor and all those who hold by, through, or under the Debtor 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 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.

DATED: October 11, 2002

FIDELITY NATIONAL TITLE
INSURANCE COMPANY, as said Trustee

Address for Trustee:
Fidelity National Title Insurance Company
3500 188TH ST. SW#300
LYNWOOD, WA 98037
C/O TOWN & COUNTRY TITLE SERVICES,
PHONE NUMBER (888) 485-9191XT3312

By: MARtha Anaya
It's: AUTHORIZED SIGNATOR

STATE OF CALIFORNIA
COUNTY OF ORANGE

On the date below, before me personally appeared MARTHA ANAYA to me known to be the
AUTHORIZED SIGNATOR

who executed the within and foregoing instrument, for the uses and purposed therein mentioned, and on

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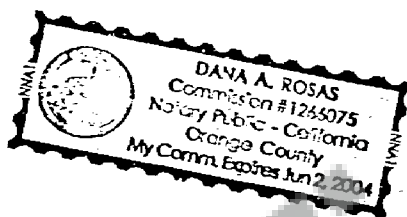
oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on 10/11/2002.

Dana A. Rosas
Notary Public in and for the State of

CALIFORNIA Residing at _____

My commission Expires 6-2-2004



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EXHIBIT A

TRACY A. THROW
1093 SW BRIGGS
STEVENSON, WA 98648

PHILIP E. THROW
1093 SW BRIGGS
STEVENSON, WA 98648

TRACY A. THROW
P.O.B. 62
SAND POINT, ID 83864-0369

PHILIP E. THROW
P.O.B. 62
SAND POINT, ID 83864-0369