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After Recording, Return to: Danni Johnson Northwest Trustee Services, LLC P.O. Box 4143 Bellevue, WA 98009-4143 FLB 24 12 35 FT 103

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SER 25090

File No. 7250.20731/Cummings, Larry E. and Kelly R.

Grantors: Northwest Trustee Services, LLC

The Provident Bank

Grantee: Cummings, Larry E. and Kelly R.

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On May 30, 2003, at 10:00 a.m. inside the main lobby of the Skamania County Courthouse, 240 Vancouver Avenue in the City of Stevenson, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skamania, State of Washington:

Tax Parcel ID No.: 03-08-20-2-0-0401-00

A Tract of Land in the East half of the Northeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 2 of the Estey Short Plat, recorded in Book 3 of Short Plats, Page 193, Skamania County Records.

Commonly known as: 201 Josheanka Drive Carson, WA 98610

which is subject to that certain Deed of Trust dated 06/04/97, recorded on 06/12/97, under Auditor's File No. 128375, records of Skamania County, Washington, from Larry E. Cummings and Kelly R. Cummings, husband and wife, as Grantor, to Skamania County Title, as Trustee, to secure an obligation in favor of The Provident Bank, d/b/a, The Provident Bank, Inc., an Ohio corporation, as Beneficiary.

H

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 Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

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## Ш.

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

#### Amount due to reinstate by 02/20/03

| A. Monthly Payments   | \$13.120 W.C |
|-----------------------|--------------|
| B. Late Charges       | \$13,128.75  |
| C. Advances           | \$2,556.84   |
|                       | \$3,030.35   |
| D. Other Arrears      | \$0.00       |
| Total Arrearage       | \$18,715.94  |
| E. Trustee's Expenses |              |
| (Itemization)         |              |
| Trustee's Fee         | C1 125 00    |
| Attorneys' Fees       | \$1,125.00   |
| Title Report          | \$0.00       |
|                       | \$674.10     |
| Process Service       | \$180.00     |
| Statutory Mailings    | \$96.00      |
| Recording Fees        |              |
| Publication           | \$90.00      |
| Other                 | \$0.00       |
|                       | \$0.00       |
| Total Costs           | \$2 165 10   |

Total Amount Due:

\$20,881.04

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

# OTHER DEFAULT

Nonpayment of Taxes/Assessments

Failure to insure property against hazard

Default under any senior lien

Deliver to Trustee written proof that all taxes and assessments against the

property are paid current
Deliver to Trustee written proof that all senior liens are paid current and that
no other defaults exist

Deliver to Trustee written proof that the property is insured against hazard as

ACTION NECESSARY TO CURE

required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Revert title to permitted vestee

Unauthorized sale of property (Due on Sale)

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$137,388.59, together with interest as provided in the note or other instrument secured from 05/01/02, 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 on May 30, 2003. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 05/19/03 (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 the close of the Trustee's business on 05/19/03 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 05/19/03 (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 balance of 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.

VΙ

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(cs):

## **NAME AND ADDRESS**

Larry E. Cummings 201 Josheanka Drive Carson, WA 98610

Kelly R. Cummings 201 Joshcanka Drive Carson, WA 98610

Larry E. Cummings P.O. Box 601 Carson, WA 98610

Kelly R. Cummings P.O. Box 601 Carson, WA 98610

by both first class and either certified mail, return receipt requested, or registered mail on 09/03/02, proof of which is in the possession of the Trustee; and on 09/05/02 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and 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 20<sup>th</sup> 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 20<sup>th</sup> 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: February 20, 2003

Northwest Trustee Services, LLC, Trustee

Authorized Signature P.O. BOX 4143 Bellevue, WA 98009-4143 Contact: Danni Johnson (425) 586-1900

STATE OF WASHINGTON

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COUNTY OF KING

I certify that I know or have satisfactory evidence that <u>DANI</u> is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Member / Assistant Vice President of Northwest Trustee Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: FEBRUARY 20,2003

KEN L. PATNER
STATE OF WASHINGTON
NOTARY ---- PUBLIC
UY CHUNISSION EXPRES 1-30-08

NOTARY PUBLIC in and for the State of Washington, residing at

NORTHWEST TRUSTEE SERVICES, LL.C P.O. BOX 4143 BELLEVUE, WA 98009-4143 PHONE (425) 586-1900 FAX (425) 586-1997 0003094661
File No: 7250,20731
Client: Provident Consumer Financial Services
Borrower: Cummings, Larry E. and Kelly R.

My commission expires

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.