

RETURN ADDRESS

Christine A. Ford, P.S.
Attorney at Law
7403 Lakewood Drive W. #11
Lakewood, WA 98499-7951

84789

Notice of Trustee's Sale

Reference # 133666

Additional on page _____

Grantor: (1) Christine A. Ford
Additional on page _____

Grantee: (1) John T. Roth and Rosalva Silva
Additional on page _____

Legal Description: LOT(S) 15, OF WIND RIVER LOTS
Additional on page 1

Assessor's Tax Parcel ID#: 04-07-26-3-1-0115-00

Pursuant To The Revised Code Of Washington Chapter 61.24, ET.SEQ.

TO: JOHN T. ROTH	ROSALVA SILVA
462 Belle Center Rd	462 Belle Center Rd
Washougal, WA 98671-7905	Washougal, WA 98671-7905

OCCUPANT
212 Heslen Road
Carson, WA 98610

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on May 21, 2004 at the hour of 10:00 o'clock a.m., at Skamania County Courthouse in the City of Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of Skamania, State of Washington, to-wit:

Lot 15, Wind River Lots, according to the recorded plat thereof, recorded in Book B of Plats, Page 18, in the County of Skamania, State of Washington.

(commonly known as 212 Heslen Road, Carson, WA 98610)

which is subject to that certain Deed of Trust dated December 7, 1998, recorded in volume/reel _____ of mortgages/_____, page/frame _____, under Auditor's/Recorder's File No. 133666, records of Skamania County,

Notice of Trustee's Sale - 1

Washington, from JOHN T. ROTH, an unmarried man, and, Rosalva Silva, an unmarried woman, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation in favor of North American Mortgage Company as Beneficiary, the beneficial interest in which was assigned to ContiMortgage Corp. under an Assignment dated March 24, 1999, and recorded under Auditor's/Recorder's No. 134650, beneficial interest was further assigned to American General Financial Services, Inc. on October 21, 2003, under Auditor File No. 150805.

II

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

III

The default(s) for which this foreclosure is made is/are as follows: Any real estate taxes or assessments currently due and owing or which may become due prior to reinstatement or sale.

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

Monthly Payment:

11 monthly payments at \$918.36 each; (March 31, 2003 though January 28, 2004). \$ 10,101.96

Late charges:

11 late charges of \$39.97 of/for each monthly payments not made within 16 days of its due date. \$ 439.67

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$ 10,541.63

AND DELINQUENT REAL ESTATE TAXES FOR 2003 WHICH ARE ESTIMATED TO BE \$1,082.01.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$93,530.34, together with interest as provided in the note or other instrument secured from September 20, 2003, 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 without warranty, express or implied, regarding title, possession, or encumbrances on May 21, 2004. The default(s) referred to in paragraph III must be cured by May 10, 2004, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at anytime on or before May 10, 2004, (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 the May 10, 2004 and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance

Notice of Trustee's Sale - 2

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.

VI

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

Name & Address

JOHN T. ROTH
462 Belle Center Rd
Washougal, WA 98671-7905

ROSALVA SILVA
462 Belle Center Rd
Washougal, WA 98671-7905

by both first class and certified mail on January 28, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on 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.

DATED: 1/28/04

Christine A. Ford

CHRISTINE A. FORD, P.S, Trustee
Attorney at Law
7403 Lakewood Dr. W. #11
Lakewood, WA 98499-7951
(253) 472-9747

STATE OF WASHINGTON)
 ss.
COUNTY OF PIERCE)

On this day personally appeared before me Christine A. Ford to me known to
be the individual described in and who executed the within the foregoing instrument,
and acknowledged that she signed the same as her free and voluntary act and deed,
for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of JANUARY, 2004.

Christine A. Ford
Notary Public in and for
the State of Washington,
Residing at TACOMA
My Commission expires 4/29/06



Unofficial Copy