

Doc # 2004153028
Page 1 of 4
Date: 05/20/2004 09:13A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Alliance Default Services, a division of Alliance
Title Company
4665 Mac Arthur Court, Suite 100
Newport Beach, CA 92660

949-225-1200

2 040513
SEP 26 446

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 159275 APN: 03 10 15 00 0700 1300

TS No: 61679-F

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 8/27/2004, at 10:00 AM at AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 240 VANCOUVER AVENUE, 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:

Sec 15, T3N, R10E
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as:
851 ORCHARD LANE
UNDERWOOD, WA 98651

which is subject to that certain Deed of Trust dated 6/13/97, recorded 6/13/97, under Auditor's File No. 128386, in Book 166, Page 132, records of Skamania County, Washington, from THEODORE L LEHMANN AND DARLA LEHMANN, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of COLUMBIA RIVER BANKING COMPANY, as Beneficiary, the beneficial interest in which was assigned by COLUMBIA RIVER BANKING COMPANY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS 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: 159275

T.S. No.: 61679-F

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>
11/1/1999	5/14/2004	10	\$20,062.95	\$200,629.50

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/1/1999	5/14/2004	9	\$9,028.17

PROMISSORY NOTE INFORMATION

Note Dated:	6/13/97
Note Amount:	\$319,710.55
Interest Paid To:	10/1/99
Next Due Date:	11/1/99

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$195,459.04, together with interest as provided in the Note from the 11/1/99, 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 8/27/2004. The defaults referred to in Paragraph III must be cured by 8/16/2004, (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 8/16/2004 (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 8/16/2004 (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>
THEODORE L LEHMANN AND DARLA LEHMANN	851 ORCHARD LANE UNDERWOOD, WA 98651

THEODORE L. LEHMANN AND DARLA
LEHMANN

by both first class and certified mail on 12/10/2003, 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.

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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: May 14, 2004

First American Title Insurance Company
3 First American Way
Santa Ana, CA
Phone No: 949-225-1200


RAUL LIRIO, ASST SEC

State of California) ss.
County of Los Angeles
Orange

On May 17, 2004 before me, Elizabeth B Mills, a Notary Public in and for said County and State, personally appeared Raul Lirio 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: Elizabeth B Mills



EXHIBIT "A"

PARCEL I

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON

PARCEL II

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.