Doc # 2004154932
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Date: 10/25/2004 01:14P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE INSURANCE COMPANY
C/o INTEGRATED LENDER SERVICES
14320 FIRESTONE BLVD.
SUITE 303
LA MIRADA, CA 90638

27/68

Trustee Sale # 57651

Loan # 452321

Title # 2405296

Abbreviated Legal:

# NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET, SEQ.

M.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on <u>01/28/2005</u> at <u>10:00AM</u> at <u>The main</u> entrance to the Skamania County 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 <u>Skamania</u>, State of Washington, to-wit:

Beginning at a point on the West line of the Northwest Quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington; said point being North 00 degrees 44' 39" East 1931.19 feet from the Southwest corner of said Northwest Quarter of Section 27; thence North 89 degrees 56' 37" East parallel to the South line of the said Northwest Quarter of Section 27, 920.09 feet; thence North 00 degrees 44' 39" East parallel to the West line of said Northwest Quarter of Section 27, to a point on the North line of said Northwest Quarter, 782.09 feet, more or less; thence North 89 degrees 05' 15" West 920.00 feet, more or less, to the Northwest corner of said Northwest Quarter of Section 27; thence South 00 degrees 44' 39" West along the West line of said Northwest Quarter of Section 27, 797.65 feet, more or less, to the point of beginning. EXCEPTING THEREFROM, that strip of land 300 feet in width, taken by Declaration of Taking, recorded February 6, 1939 in Book 27, Page 319, Skamania County Deed Records.

Together with a certain 1998 GOLDEN WEST Manufactured Home Model: GM60004K, 60X41, which is located on said premises

Commonly known as: 12 McKENDRY ROAD, WASHOUGAL, WA 98671

APN: **02-05-27-0-0-0705-00** 

which is subject to that certain Deed of Trust dated <u>05/12/1999</u>, <u>Recorded on 5/17/1999 as Instrument No. 135171 in Book No. 189 on Page No. 368 Together with a certain 1998 GOLDEN WEST Manufactured Home Model: GM60004K, 60X41, which is located on said premises, records of <u>Skamania</u> County, Washington, from LARRY R. SHORT AND LYNNETTE M. SHORT, HUSBAND AND WIFE, AS JOINT TENANTS, as Grantor(s), to <u>SKAMANIA COUNTY TITLE COMPANY</u>, as Trustee, to</u>

secure an obligation in favor of **OAKWOOD ACCEPTANCE COPORATION**, as Beneficiary, the beneficial interest of which was assigned to JPMORGAN CHASE BANK, F/K/A CHASE MANHATTAN TRUST COMPANY NATIONAL ASSOCIATION, AS TRUSTEE U/A DATED AS OF MARCH 1, 2000.

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/Mortgage.

Ш.

The default(s) for which this foreclosure is made is/are as follows:

Total Payments from 04/01/2004	\$8,243.62
Total Late Charges	\$20.00
Escrow	\$157.63
Overage	\$-5.00
Est. Foreclosure Fees and Costs	\$8,416.25
TOTAL DUE AS OF October 21, 2004	\$10,135.75

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$136,191.67, together with interest as provided in the Note from 03/01/2004, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

٧.

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, express or implied, regarding title, possession, or encumbrances on <a href="Oliver:01/28/2005">01/28/2005</a>. The default(s) referred to in Paragraph III must be cured by <a href="Olive:01/14/2005">01/14/2005</a> (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before <a href="Olive:01/14/2005">01/14/2005</a> (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. 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 <a href="Olive:01/14/2005">01/14/2005</a> (11 days before the sale date) and before the sale, by the Borrower or Grantor or the Grantor's successor in interest or 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, and curing all other defaults.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor or the Grantor's successor in interest at the following address(es):

# LARRY R. SHORT and LYNNETTE M. SHORT 12 McKENDRY ROAD, WASHOUGAL, WA 98671

by both first class and certified mail on <u>09/03/2004</u> proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place <u>09/04/2004</u> 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 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 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.

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USE FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID OUNLESS YOU DISPUTE THE DEBT BY PROVIDING WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.

)0C # 200415493 <sup>)</sup>age 4 of 4

Dated: 10/21/04

FIRST AMERICAN TITLE INSURANCE COMPANY, As Trustee

DYNNIS CANLAS, 1887, 860.

C/O INTEGRATED LENDER SERVICES
14320 FIRESTONE BLVD.
SUITE 303
LA MIRADA, CA 90638
(800) 232-8787
FOR SALE INFORMATION PLEASE CALL: (916) 387-7728

STATE OF CALIFORNIA

COUNTY OF Orange )

On 10 22 04 before me tradeth B. Muls the undersigned, a Notary Public in and for said county, personally appeared TENNIS CANUS 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.

Notary Public in and for said County and State