Doc # 2004155380

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Date: 11/29/2004 11:16A

Filed by: SKAMANIA COUNTY TITLE Filed & Recorded in Official Records

of SKAMANIA COUNTY J. MICHAEL GARVISON

AUDITOR Fee: \$24.00

AFTER RECORDING RETURN TO:

Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S. 720 Olive Way, Suite 1301

Seattle, WA 98101

Ref: Asbjornsen, 829-x4995.01

Sct 27 35/

Reference Number(s) of Documents assigned or released: 135478, which was assigned under Auditor's File No. 142816

Grantor: Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.

Grantee: The Public/Michael B. Asbjornsen and Tammy M. Asbjornsen, husband and wife

Assessor's Property Tax Parcel/Account Number(s): 02-05-33-0-0-0900-00

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

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NOTICE IS HEREBY GIVEN that the undersigned Trustee will on March 4, 2005 at 10:00 a.m. at the front entrance of the Skamania County Courthouse located at 240 Vancouver Avenue in the City of Stevenson, State of Washington, 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;

See Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference.
Abbreviated Legal: SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST

which is subject to that certain Deed of Trust dated June 10, 1999, recorded June 21, 1999, under Auditor's File No. 135478, records of Skamania County, Washington, from Michael B. Asbjornsen and Tammy M. Asbjornsen, husband and wife, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation in favor of New America Financial, Inc. as beneficiary, the beneficial interest in which was assigned by New America Financial, Inc. to Mortgage Electronic Registration Systems, Inc. and its successors and assigns, as nominee for

Notice of Trustee's Sale (Continued)

Washington Mutual Bank, F.A. and its successors and assigns under an Assignment recorded under Auditor's File No. 142816. The sale will be made without any warranty concerning the title to, or the condition of the property.

ΙI

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 default on the obligation secured by the Deed of Trust.

III

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

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

Monthly Payments:

Delinquent monthly payments from June 1, 2004 through November 1, 2004

1	Payment(s)	at	 \$1,097.53	\$1,097.53
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5 Payment(s) at \$1,120.30 5,601.50

Late Charges:

6 Late Charge(s) at \$33.84 for each monthly payment not made within 15 days of its due date: 203.04

Past Due Late Charges

120.78

TOTAL

\$7,022.85

ii) Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

Delinquent general taxes, if any; Off record or other assessments, if any; Liens, if any. Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

ΙV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$117,253.77, together with interest from May 1, 2004, as provided in the note or other instrument, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

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 The sale will be made without warranty, express or implied, statute. regarding title, possession, or encumbrances on March 4, 2005. default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by February 21, 2005 (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 February 21, 2005 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, 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 February 21, 2005 (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 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.

VΤ

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

See Exhibit " B" attached hereto and incorporated herein by this reference.

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

ΙX

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.

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DATED: November <u>J</u>4

<u>坪</u>, 2004]

Bishop, White, Mersma & Marshall, P. S.

fka Bishop, Lynch & White, P.S., Successor Trustee

By:

WILLIAM L. BISHOP, JR., FRES!

Address: Bishop, White, Miersma & Marshall, P. S.

fka Bishop, Lynch & White, P.S.

720 Olive Way, #1301 Seattle, WA 98101-1801 Telephone: (206) 622-7527

State of Washington

ss.

County of King

On this day of November, 2004, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Printed Name: Esther Lee

NOTARY PUBLIC in and for the State of Washington My Appt. Exp: 8-1-07

Asbjornsen, 829-x4995.01 FORBASE/ALLINSDOC.FRM REV 11/16/04



EXHIBIT "A"

' . . .

A tract of land in the Morthwest Quarter of the Mortheast Quarter of Section 33, Township 2 Morth, Range 5 East of the Willamette Meridian, in the County of Eksmania, State of Mashington, described as follows:

Beginning at the Mortheast corner of the Morth Quarter of the Mortheast Quarter of the said Section 33; thence West along the Morth line of said subdivision 462 feet; thence South to intersection with the centerline of the county road known and designated as the Mashougal River Road, said point being the initial point of the tract hereby described; thence North 400 feet, more or less, to intersection with the South line of a tract of land conveyed to Joseph F. Beaudoin, ext. ux., by instrument recorded in Book 61, Page 169; thence West 200 feet; thence South 400 feet, more or less, to intersection with the centerline of the Washougal River Road aforesaid; thence following the centerline of said road in a Easterly direction 200 feet, more or less, to the initial point.

Together with an affixed Manufactured Home Title Elimination recorded April 23, 1996 in Book 156, Page 857.

EXHIBIT B

Michael B. Asbjornsen 12101 Washougal River Rd Washougal, WA 98671

Tammy M. Asbjornsen 12101 Washougal River Rd Washougal, WA 98671

Michael B. Asbjornsen 41 Polar Bear Ln Washougal, WA 98671

Tammy M. Asbjornsen 41 Polar Bear Ln Washougal, WA 98671

Occupants of the Premises 41 Polar Bear Ln Washougal, WA 98671

Michael B. Asbjornsen PO Box 222 Washougal, WA 98671

Tammy M. Asbjornsen PO Box 222 Washougal, WA 98671

Michael B. Asbjornsen c/o Michael S. Scott, Atty 525 NE Oregon Ste 320 Portland, OR 97232

Tammy M. Asbjornsen c/o Michael S. Scott, Atty 525 NE Oregon Ste 320 Portland, OR 97232

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