RECORDING REQUESTED BY

Doc # 2005156895

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Date: 04/12/2005 12:50P

Filed by: CLARK COUNTY TITLE

Filed & Recorded in Official Records

of SKAMANIA COUNTY J. MICHAEL GARVISON

AUDITOR Fee: \$21.00

AND WHEN RECORDED MAIL TO:

Town & Country Title Services, Inc. 505 City Parkway West, Suite 200 Orange, California 92868

FIDELITY NATIONAL TITLE -

888-485-9191 (916) 387-7728

SPACE ABOVE THIS LINE FOR RECORDER'S USE

100723 ABBREVIATED LEGAL DESCRIPTION: LOT 1, OF RAYMOND R. REAMER SHORT PLAT : Loan No: 0076309749 APN: 02-05-19-0-0-0107-00 TS No: T05-17605

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee Fidelity National Title Insurance Co. will on 7/22/2005, at 10:00 AM at THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVENUE, STEVENSON, 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:

LOT 1 OF RAYMOND R. REAMER SHORT PLAT. RECORDED IN BOOK "2" OF SHORT PLATS. PAGE 114, RECORDS OF SKAMANIA COUNTY, WASHINGTON. TOGETHER WITH AN EASEMENT AND RIGHT OF WAY 30 FEET IN WIDTH FOR AN ACCESS ROAD OVER AND ACROSS THE COURSE OF AN EXISTING ROAD IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, CONNECTING WITH COUNTY ROAD NO. 1108, DESIGNATED AS THE SKYE-SHIELDS ROAD.

Commonly known as: 312 THUJA NARROW WASHOUGAL, WA 98671

which is subject to that certain Deed of Trust dated 4/20/2004, recorded 4/28/2004, under Auditor's File No. 2004152757, in Book , Page records of SKAMANIA County, Washington, from RICHARD W. MORISETTE AND SHELBY MORISETTE, as Grantor(s), to LAWYERS TITLE INSURANCE CORP, as Trustee, to secure an obligation in favor of AMERIQUEST MORTGAGE COMPANY, as Beneficiary.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of H. 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.

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Loan No: 0076309749 T.S. No.: T05-17605

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

FROM 12/1/2004 THRU 4/4/2005 NO.PMT

AMOUNT \$1,892.67 TOTAL \$9.463.35

LATE CHARGE INFORMATION

FROM 12/1/2004 THRU 4/4/2005

NO. LATE CHARGES

TOTAL \$396.40

PROMISSORY NOTE INFORMATION

Note Dated:

Note Amount:

Interest Paid To: Next Due Date: 4/20/2004 \$252,066.00 11/1/2004 12/1/2004

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$250,768.37, together with interest as provided in the Note from the 12/1/2004, 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 7/22/2005. The defaults referred to in Paragraph III must be cured by 7/11/2005, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 7/11/2005 (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 7/11/2005 (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):

NAME

RICHARD W. MORISETTE AND SHELBY

MORISETTE

ADDRESS

312 THUJA NARROW WASHOUGAL, WA 98671

RICHARD W MORISETTE AND SHELBY

MORISETTE

312 THUJA NARROW WASHOUGAL, WA 98671

by both first class and certified mail on 3/11/2005, 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.

Loan No: 0076309749 T.S. No.: T05-17605

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: April 05, 2005

FIDELITY NATIONAL TITLE INSURANCE OF WASHINGTON, BY Town & Country Title Services, Inc. AS AGENT TO THE TRUSTEE 3500 188TH ST. SW #300 LYNWOOD,WA. 98037 PHONE (888)485-9191

Martha Anaya, Trustee Technician

State of California) ss. County of Orange)

On April 05, 2005 before me, Norma L. Mitre, Notary Public, personally appeared Martha Anaya, 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.

Norma L. Mitre-Notary Public

NORMA L. MITRE
Commission # 1508751
Notary Public - California
Orange County
My Comm. Expires Aug 19, 2008