WHEN RECORDED MAIL TO: LandAmerica Default Services P.O.Box 25088 Santa Ana, CA 92799 Doc # 2005157227

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Date: 05/06/2005 03:40P

Filed by: CLARK COUNTY TITLE

Filed & Recorded in Official Records
of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$23.00

FIDELITY NATIONAL TITLE - !

T.S. #: F050499-WA

Loan #: 0420058083

Title #: 5510357

100886

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, <u>LAWYERS TITLE</u> will on <u>08/05/2005</u> at <u>10:00AM</u> at <u>AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE</u>. <u>240 VANCOUVER</u> <u>AVENUE</u>, <u>STEVENSON</u>, <u>WA</u>. 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:

PLEASE SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

Commonly known as: 2421 Wind River Highway, Carson, WA 98610

APN: 03081740 0801 00

which is subject to that certain Deed of Trust dated <u>04/15/2004</u>, <u>Recorded on 04/20/2004 AS INSTRUMENT NUMBER 2004152656</u>, records of <u>Skamania County</u>, Washington, from <u>DOUGLAS L. THORNBURG AND LORI J. THORNBURG, HUSBAND AND WIFE</u>, as Grantor(s), to <u>SKAMANIA COUNTY TITLE COMPANY</u>, as Trustee, to secure an obligation in favor of <u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.</u>, as Beneficiary, the beneficial interest of which was assigned to <u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.</u>, records of <u>Skamania</u> County, Washington.

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.

III.

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

Total Payments from 01/01/2005 \$5.834.76 **Total Late Charges** \$248.80 Advances/Expenses \$-398.08 Est. Foreclosure Fees and Costs \$1,666.99

TOTAL DUE AS OF April 27, 2005

\$7,352.47

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$174,829,38, together with interest as provided in the Note from 12/01/2004, 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 statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on 08/05/2005. The default(s) referred to in Paragraph III must be cured by 07/25/2005 (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 07/25/2005 (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 07/25/2005 (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):

DOUGLAS L. THORNBURG 2421 WIND RIVER HIGHWAY CARSON, WA 98610

DOUGLAS L. THORNBURG PO BOX 645 CARSON, WA 98610

LORI J. THORNBURG 2421 WIND RIVER HIGHWAY **CARSON.** WA 98610

LORI J. THORNBURG **PO BOX 645**

CARSON. WA 98610

by both first class and certified mail on 03/31/2005 proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place 04/01/2005 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.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other processes may be served upon the trustee at:

Lawyers Title Insurance Corporation
Attn: Default Services – Legal Department
1200 Sixth Avenue, Suite 1900
Seattle, WA 98101

(866) 459-2021 / Foreclosure Department

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 27, 2005

Lawyers Title Insurance Corporation

PLEASE SEE SIGNATURE PAGE ATTACHED

SIGNATURE PAGE FOR NOTICE OF SALE

Trustee Sale No. F05t499-WA

Title No. 5570357

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

Dated: April 27,2005

Lawyers Title Insurance Corporation

Tina Suihkonen, Assistant Secretary

Lawyers Title Insurance Corporation C/o LANDAMERICA DEFAULT SERVICES COMPANY P.O. Box 25088

Santa Ana, CA 92799-5088

Phone: (949) 885-4500 Priority Sale Line: (714) 573-1965 or www.priorityposting.com Reliable Sale Line (619) 590-1221

STATE OF California

COUNTY OF Orange

On 105 before me the undersigned, Amy M. Lemus a Notary Public in and for said county, personally appeared Tina Sulhkonen, Assistant Secretary 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 mχ hand and official seal.

Notary Public in and for said County and State

AMY MARIE LEMUS Comm. # 1338867 NOTARY PUBLIC - CALIFORNIA Oranga County

My Comm. Expires Jan. 17, 2006

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Exhibit A

A tract of land in the Northwest quarter of the Southeast quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the center of said Section 17; thence North 89°55' East 30 feet; thence South 380 feet; thence South 89°55' East 208 feet; thence South 208 feet; thence South 88°39'49" East 254 feet to the True Point of Beginning; thence South 01°18'56" West 250 feet; thence South 88°39'47" East 148.92 feet; thence North 05°11'41" East 245.80 feet to the Westerly line of the 150 foot right of way granted to the State of Washington by instrument recorded in Book 42, page 499; thence Northwesterly along said Westerly line of State Highway, 89.49 feet, more or less, to the Northeast corner of a tract of land conveyed to Jerry Carter, et ux, by instrument recorded Book 163, page 940; thence North 88°39'49" West 123.13 feet along said Carter's North line to the Northwest corner of said Carter tract; thence South 01°18'56" West 80 feet to the True Point of Beginning.

F050499-WA