After Recording, Return to: Winston Khan Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 Doc # 2005157380

Page 1 of 4

Date: 05/23/2005 01:18P

Filed by: SKAMANIA COUNTY TITLE

Filed & Recorded in Official Records
of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$22.00

SETK 263 22

File No. 7006.22421/Joudrey, Charles

**Grantors:** Northwest Trustee Services, Inc.

The Bank of New York, acting solely in its capacity as Trustee for EQCC Trust

2001-2

Grantee: Joudrey, Charles

## Amended Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq

I.

On July 1, 2005, at 10:00 a.m. inside the main lobby of the Skamania County Courthouse, 240 Vancouver Avenue in the City of Stevenson, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skamania, State of Washington:

Tax Parcel ID No.: 03-08-21-2-0-0817-00

Abbreviated Legal: SW 1/4 of the NE 1/4 of S21, T3N, R8E

A Tract of land located in the Southwest quarter of the Northwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point 60 rods and 10 2/3 feet East and 101 rods and 13 ½ feet North of the Southwest corner of the Northwest quarter of the Southwest quarter of the said Section 21; Thence East 184.3 feet; Thence North 433 feet to the Initial Point of the Tract hereby described; Thence North 92 feet; Thence East 144 feet to the East line of the Southwest quarter of the Northwest quarter of the said Section 21; Thence South along said East line 92 feet to a point East of the Initial Point; Thence West 144 feet to the Initial Point.

Commonly known as:

91 Shipherd Falls Road Carson, WA 98610

which is subject to that certain Deed of Trust dated 01/03/00, recorded on 01/06/00, under Auditor's File No. 137171, records of Skamania County, Washington, from Charles Joudrey, a married man as his sole and separate property, as Grantor, to Chicago Title Insurance Company, as Trustee, to secure an obligation in favor of First Franklin Financial Corporation, as Beneficiary, the beneficial interest in which was assigned by EquiCredit Corporation of America to The Bank of New York, acting solely in its capacity as Trustee for EQCC Trust 2001-2, under an Assignment/Successive Assignments recorded under Auditor's File No. 151041.

Π.

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 or Borrower's default on the obligation secured by the Deed of Trust.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

Amount	due	to	reinsta	te by
	05/3	18/	/05	

			46.
A.	Monthly Payments		\$13,928.00
В.	Late Charges		\$870.50
C.	Advances		\$4,278.11
D.	Other Arrears		\$869.56
	Total Arrearage	<u>\$19,946.17</u>	
E.	Trustee's Expenses		/ Th
	(Itemization)		<i>a j</i> .
	Trustee's Fee		\$450.00
	Attorneys' Fees		\$0.00
	Title Report	47 [ 47	\$0.00
	Process Service		\$47.50
	Statutory Mailings		\$72.00
	Recording Fees		\$22.00
	Publication		\$0.00
	Other	A 7 '	\$0.00
	Total Costs	<u>\$591.50</u>	
	Total Amount Due:	7 7	\$20,537.67

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

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Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Defeult up des services lien	Deliver to Trustee written proof that all senior liens are paid current and that
Default under any senior lien	no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee

ACTION NECESSARY TO CURE

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$83,221.84, together with interest as provided in the note or other instrument secured from 09/01/03, 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. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on **July 1, 2005**. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 06/20/05 (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 the close of the Trustee's business on 06/20/05 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 06/20/05 (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 balance of 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.

VI

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

## NAME AND ADDRESS

Charles Joudrey 91 Shipherd Falls Road Carson, WA 98610

Charles Joudrey P.O. Box 905 Carson, WA 98610 Jane Doe Joudrey, spouse of Charles Joudrey 91 Shipherd Falls Road Carson, WA 98610

Jane Doe Joudrey, spouse of Charles Joudrey P.O. Box 905 Carson, WA 98610

by both first class and either certified mail, return receipt requested, or registered mail on 10/02/03, proof of which is in the possession of the Trustee; and on 10/03/03 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.

DOC # 2**005157380** Page 4 of 4

Anyone having any objection to the 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.

The trustee's rules of auction may be accessed at <u>www.northwesttrustee.com</u> and are incorporated by this reference. You may also access sale status at <u>www.northwesttrustee.com</u>

DATED: May 18, 2005

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Winston Khan

(425) 586-1900

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Winston Khan is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Manager / Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dotad:

JESSICA K. MAY

STATE OF WASHINGTON

NOTARY - - - PUBLIC

NOTARY PUBLIC in and for the State of

Washington, residing at MA

My commission expires 41909

NORTHWEST THAT IS NOT THE STATE OF THE PROPERTY OF THE PROPERT

8790361938

File No: 7006.22421

Client: Select Portfolio Servicing, Inc.

Borrower: Joudrey, Charles

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.