

Doc # 2005157986
Page 1 of 3
Date: 07/14/2005 11:43A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$21.00

When recorded return to:
LandAmerica Default Services
Post Office Box 5899
6 Executive Circle
Suite 100
Irvine, CA 92616

Space above this line for recorders use only

TS # FID-04-04658-PB

Order # 4510093

Loan # 12679957

APN: 02-05-30-00-1401-00

92985

Amended Notice Of Trustee's Sale

NOTICE IS HEREBY GIVEN that the undersigned Trustee FIDELITY NATIONAL TITLE INSURANCE COMPANY OF WASHINGTON will on 9/2/2005, at 10:00 am at At the main entrance to the Superior Courthouse 240 Vancouver Avenue 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 Skamania, to-wit:

LOT 2 OF SHORT PLATS, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 282, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Commonly known as: 732 Panda Road, Washougal, WA
APN# 02-05-30-00-1401-00

which is subject to that certain Deed of Trust dated 7/26/2002, recorded 7/31/2002, under Auditor's File No. 145434, in Book 227, Page 243 records of Skamania County, Washington, from DAVID TREECE AND DIANA TREECE, HUSBAND AND WIFE, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of NEW CENTURY MORTGAGE CORPORATION, as Beneficiary, the beneficial interest in which was assigned by mesne assignments to PROVIDENT BANK

Take notice that the Beneficiary and Trustee have elected to sell the property to satisfy the obligations secured by the Trustee Deed and to satisfy the expenses of the sale, including the compensations of the Trustee as provided by Law and reasonable attorney's fees. The original Notice of Sale recorded on April 06, 2004 Instrument No. 2004152496 stated that the property would be sold:

On the Date: 07/09/2004

At the Time: 10:00 A.M.

At the Place: At the Main Entrance of the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, WA

However, subsequent to the recording of the Notice of Sale, the original sale proceedings were stayed by order of the court or by proceedings under the Federal Bankruptcy Act of for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was Dismissed on 03/21/2005.

Amended Sale Information: The sale shall now be held:

On the Date: 09/02/2005

At the Time: 10:00 A.M.

At the Place: At the Main Entrance of the Skamania County Courthouse, 240 Vancouver Avenue, Stevenson, WA

II.

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 Borrower's or 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:

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

Total payments from 9/1/2003 through 07/11/2005	
Total late charges	\$2,009.80
Total advances	\$2,091.17
TOTAL DUE THE BENEFICIARY	\$44,214.61

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$496,165.68, together with interest as provided in the Note from 8/1/2003, 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on 9/2/2005. The default(s) referred to in paragraph III must be cured by 8/22/2005 (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 8/22/2005, (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. The sale may be terminated any time after 8/22/2005 (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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

<u>NAME</u>	<u>ADDRESS</u>
DAVID TREECE AND DIANA TREECE, HUSBAND AND WIFE	732 PANDA RD WASHOUGAL, WA

by both first class and certified mail on 01/23/2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served 01/27/2004, 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.

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 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
(If applicable under RCS 61.24.040(9))

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.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

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

Dated: July 11, 2005

Fidelity National Title Insurance Company, Successor Trustee

By: A. Fragassi

Its: authorized signer

State of CA ss.
County of Orange

On 7-12-05 before me, the undersigned, personally appeared Gerre Sheppard known to me as the authorized signer of Fidelity National Title Insurance Company, the corporation that executed this document. He/She acknowledged that executing this document was his/her free and voluntary act and that he/she is authorized to execute this document.

WITNESS my hand and official seal hereto affixed this day and year.

By: Carmela Drisdale
Notary Public in and for the State of CA
My Commission expires: 5/10/07

For further information please contact:
Fidelity National Title Insurance Company
3500 188th Street, SW 300
c/o LandAmerica Default Services
6 Executive Circle Suite 100
Irvine, CA 92616

Phone: (949) 885-4500 . Sale Line: 714 573-1965. Reinst Fax Line: 949-606-9274

