When recorded return to:

LandAmerica Default Services Post Office Box 5899 6 Executive Circle Suite 100 Irvine, CA 92616 Doc # 2005158914
Page 1 of 5
Date: 09/30/2005 12:44P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$36.00

Xtc 28163

Space above this line for recorders use only

TS # 032-8976

Order # 2749359

Loan # 0420058083

APN: 03081740080100

## Notice Of Trustee's Sale

1.

NOTICE IS HEREBY GIVEN that the undersigned Trustee <u>LAWYERS TITLE INSURANCE CORPORATION</u> will be on <u>12/30/2005</u>, at 10:00 am at <u>THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE</u>, <u>240 VANCOUVER AVE.</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 Skamania, to-wit:

\*\*\*PLEASE SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Commonly known as: 2421 Wind River Highway, Carson, Washington 98610 APN# 03-08-17-4-0-0801-00

which is subject to that certain Deed of Trust dated 4/15/2004, <u>recorded 4/20/2004</u>, <u>under Auditor's File No. 2004152656</u>, in Book , Page <u>records of Skamania County</u>, <u>Washington</u>, from <u>DOUGLASL</u>. <u>THORNBURG AND LORINA J. THORNBURG</u>, HUSBAND AND WIFE, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, the beneficial interest in which was assigned by mesne assignments to <u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS</u>, INC..

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 6/1/2005 through	\$4,975.80
Total late charges	\$ 186.60
Total advances	\$214.74
TOTAL DUE THE BENEFICIARY	\$5,563.74

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$174,155.60, together with interest as provided in the Note from 5/1/2005, 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 12/30/2005. The default(s) referred to in paragraph III must be cured by 12/19/2005 (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 12/19/2005, (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 12/19/2005 (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> DOUGLASL. THORNBURG AND LORINA J THORNBURG, HUSBAND AND WIFE ADDRESS 2421 Wind River Highway Carson, WA 98610

by both first class and certified mail on <u>08/25/2005</u>, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served <u>08/26/2005</u>, 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.

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 <u>RCW 61.24.130</u>. 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: September 28, 2005

Lawyers Title Insurance Corporation, Successor Trustee

\*\*\*PLEASE SEE SIGNATURE PAGE ATTACHED\*\*\*\*\*

## SIGNATURE PAGE FOR NOTICE OF SALE

Trustee Sale No. 032 - 8910

Title No. 2149559

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

Dated:

September 28,9005

Lawyers Title Insurance Corporation

Tina Suinkonen, 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 or ASAP

(916) 387-7728

STATE OF California

COUNTY QF Orange

On 98 05 before me the undersigned, Amy M. Lemus a Notary Public in and for said county, personally appeared Tina Suihkonen, Vice President 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.

Notary Public in and for said County and State

AMY MARIE LEMUS
Comm. # 1338867
NOTARY PUBLIC CALIFORNIA
Orange County
My Comm. Expires Jan. 17, 2006

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## **EXHIBIT "A"**

D. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

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, in the County of Skamania, State of Washington, described as follows:

Beginning at the Center of said Section 17; thence North 89°55' East 208 feet; 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 in 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.

