

**AFTER RECORDING RETURN TO:**

Bishop, White & Marshall, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
206/622-7527

Ref: Roberts, Sam, 621.060296.1

*SR 28610*  
**Reference Number(s) of Documents assigned or released: 150833**

**Grantor:** Bishop, White & Marshall, P.S.

**Grantee:** Sam Roberts, a single person

**Abbreviated Legal Description as Follows:** Lots 16-20, Duncan Creek Addition; recorded in Book A of plats, Page 85

**Assessor's Property Tax Parcel/Account Number(s):** 02-06-34-1-3-0500-00

**WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF TRUSTEE'S SALE**

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on June 16, 2006 at 10:00 am at the main entrance of the Skamania County Courthouse, 240 Vancouver Avenue, in the City of Stevenson located at Skamania County, State of Washington, sell at public auction to the highest 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 Skamania County, State of Washington, to-wit;

Lots 16, 17, 18, 19 and 20 of Duncan Creek addition, as shown on the official plat thereof, recorded in Book A of plats, Page 85, Skamania County records.

which is subject to that certain Deed of Trust dated October 17, 2003, recorded October 22, 2003, under Auditor's File No. 150833 BOOK 252PAGE 913 records of Skamania County, Washington, from Sam Roberts, a single person, as Grantor, to Skamania County Title Co., as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as nominee for Novastar Home Mortgage, Inc. and its successors and assigns as beneficiary. Said Deed of Trust was assigned on March 14, 2006 to Novastar Mortgage Inc. under Auditor's File No. 2006160840. The sale will be made without any warranty concerning the title to, or the condition of the property.

## 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 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:

- i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from  
11/1/2005 to 3/1/2006**

5 payment(s) at \$778.77 3,893.85

4 late charge(s) at \$37.39

For each monthly payment not made within 15 days of its due date 149.56

Accrued Late Charges owing: 27.39

**Total** \$4,070.80

## IV

The sum owing on the obligation secured by the Deed of Trust is: \$83,584.07, together with interest from October 1, 2005 as provided in the note or other instrument, and such other costs and fees as are due under the note or other instrument secured, and 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 June 16, 2006. The payments, late charges, or other defaults must be cured by June 5, 2006 (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 June 5, 2006 (11 days before the sale date) the default(s) as set forth in paragraph III,

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together with any subsequent payments, late charges, or other defaults, 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 June 5, 2006 (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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

**by both first class and certified mail on February 13, 2006, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on February 13, 2006,** 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 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 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.

EFFECTIVE DATE: March 16, 2006

BISHOP, WHITE & MARSHALL, P.S., Successor  
Trustee

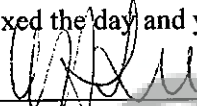
By: 

William L. Bishop, Jr.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
206/622-7527

State of Washington     )  
                                      ) ss.  
County of King            )

On this 15<sup>th</sup> day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White & Marshall, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

  
Name: Esther Lee  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 8-1-07



**'Mailing List'**

Sam Roberts  
42 Bobs Place  
Skamania, WA 98648

Jane Doe Roberts  
Spouse of Sam Roberts  
42 Bobs Place  
Skamania, WA 98648

Sam Roberts  
42 Bobs Rd  
Stevenson, WA 98648

Jane Doe Roberts  
Spouse of Sam Roberts  
42 Bobs Rd  
Stevenson, WA 98648

Sam Roberts  
42 Bobs Rd  
Skamania, WA 98648

Jane Doe Roberts  
Spouse of Sam Roberts  
42 Bobs Rd  
Skamania, WA 98648

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