After Recording, Return to: Chris Ashcraft Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997 Doc # 2006161390
Page 1 of 4
Date: 05/01/2006 03:34P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

File No. 7763.22039/Dudley, Michael R. and Sharon L.

Grantors:

Northwest Trustee Services, Inc.

Washington Mutual Bank

Grantee:

Dudley, Michael R. and Sharon L.

## Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq

108682

I.

On August 4, 2006, 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.: 03082900190100

Abbreviated Legal: #1901 Section 29, Township 3, Range 8

That portion of the Southwest quarter of the Southwest quarter of Section 29, Township 3 North, Range 8 Bast Willamette Meridian, lying southerly of the right of way acquired by the State of Washington for primary Highway 8, described below: Beginning 300 feet Southwesterly of the intersection of the East line of the Southwest quarter of the Southwest quarter of said Section 29 with the South line of State Highway No. 8 (also known as U.S. Highway 14); Thence South 418 feet; thence in a Southwesterly direction 550 feet to a point 418 feet due South of the South line of said highway; Thence North 418 feet to the South line of said highway; Thence following the Southerly line of said highway in a Northeasterly direction to the point of beginning.

More accurately described as: That portion of the Southwest quarter of the Southwest quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, lying southerly of the right of way acquired by the State of Washington for State Highway 14, formerly known as Primary Highway 8, described as follows: Beginning 300 feet Southwesterly of the intersection of the East line of the Southwest quarter of the Southwest quarter of said Section 29 with the South line of State Highway No. 8 (also known as U.S. Highway 14); Thence South 418 feet; thence in a Southwesterly direction 550 feet to a point 418 feet due South of the South line of said highway; Thence North 418 feet to the South line of said highway; Thence following the Southerly line of said highway in a Northeasterly direction to the point of beginning. Except that portion, if any, lying within Albert McKee, et us, by instrument recorded April 2, 1982, in Book 81, page 30, records of Skamania County, Washington.

Commonly known as:

212 Sprague Landing Road Stevenson, WA 98648 which is subject to that certain Deed of Trust dated 05/07/02, recorded on 05/17/02, under Auditor's File No. 144693 Book 224 Page 326 and modified on 11/28/2005 by instrument recorded as 2005159648, records of Skamania County, Washington, from Michael R. Dudley and Sharon L. Dudley, husband and wife, as Grantor, to Skamania County Title Company, a Washington corporation, as Trustee, to secure an obligation in favor of Washington Mutual Bank, a Washington corporation, as Beneficiary, the beneficial interest in which was assigned by to , under an Assignment/Successive Assignments recorded under Auditor's File No. .

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

III.

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 reinstate by
	4/28	/2006
		-
A. Monthly Payments		\$17,471.25
B. Late Charges		\$2,070.98
C. Advances		\$0.00
D. Other Arrears	77 / /	\$145.20
Total Arrearage	<u>\$19,687.43</u>	- 1
E. Trustee's Expenses		
(Itemization)		- I
Trustee's Fee		\$675.00
Attorneys' Fees		\$0.00
Title Report		\$1,594.47
Process Service		\$95.00
Statutory Mailings		\$204.00
Recording Fees		\$49.00
Publication		\$0.00
Other		\$0.00
Total Cos	sts \$2,617.47	7
Total Amount Du	e:	\$22,304.90
		•

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	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as

Waste

Unauthorized sale of property (Due on Sale)

required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and

maintain property as required in Deed of Trust

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$547,069.84, together with interest as provided in the note or other instrument secured from 11/01/05, 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 August 4, 2006. 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 07/24/06 (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 07/24/06 (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 07/24/06 (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

Michael R. Dudley 212 Sprague Landing Road Stevenson, WA 98648 Sharon L. Dudley 212 Sprague Landing Road Stevenson, WA 98648

by both first class and either certified mail, return receipt requested, or registered mail on 03/27/06, proof of which is in the possession of the Trustee; and on 03/28/06 Grantor and Borrower were personally served with said written notice of default <u>or</u> 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.

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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>

EFFECTIVE: 4/28/2006

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Chris Ashcraft

(425) 586-1900

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Iris Ashcaff 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 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.

Dated:

M. J. MOORE

STATE OF WASHINGTON

NOTARY --- -- PUBLIC

MY COMMISSION EXPIRES 04-21-09

NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires 4/2(/)

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

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File No: 7763.22039

Client: Washington Mutual Bank, FA Borrower: Dudley, Michael R. and Sharon L.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

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