After Recording, Return to: Kathy Taggart Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997 Doc # 2007164582
Page 1 of 4
Date: 01/17/2007 01:51P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$35.00

File No. 7941.20001/Dick, Earl and Swingle, Wanda

Grantors:

Northwest Trustee Services, Inc.

JAMKE, a partnership

Grantee:

Dick, Earl and Swingle, Wanda

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

SCR 29350

I

On April 20, 2007, 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.: 03-08-17-3-0-1412-00

Abbreviated Legal: Lot 3 Bill Coates SP Bk 3/Pg 250 Title Elimination Bk 156/512

A tract of land in the Southeast quarter of the Southwest 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: Lot 3 of the Bill Coates Short Plat, recorded in Book 3 of Short Plats, Page 250, Skamania County Records.

Commonly known as:

52 Brooks Road Carson, WA 98610

which is subject to that certain Deed of Trust dated 09/11/03, recorded on 09/12/03, under Auditor's File No. 150241 Book 250 Pg. 113, records of Skamania County, Washington, from Earl Dick and Wanda Swingle, husband and wife, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation in favor of JAMKE, a partnership, as Beneficiary

П.

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 reinstate by
1/15/2007

A. Monthly Payments	\$2,621.52
B. Late Charges	\$0.00
_	\$0.00
C. Advances	
D. Other Arrears	\$0.00
Total Arrearage	<u>\$2,621.52</u>
E. Trustee's Expenses	
(Itemization)	4 ()
Trustee's Fee	\$725.00
Attorneys' Fees	\$0.00
Title Report	\$288.90
Process Service	\$115.00
Statutory Mailings	\$72.00
Recording Fees	\$47.00
Publication	\$0.00
Other	\$0.00
Total Costs	<u>\$1.247.90</u>
Total Amount Due:	\$3,869.42

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

Nonpayment of Taxes/Assessments

Default under any senior lien

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on Sale)

ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist

Deliver to Trustee written proof that the property is insured against hazard as 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 \$21,522.00, together with interest as provided in the note or other instrument secured from 07/12/05, 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 April 20, 2007. 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 04/09/07 (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 04/09/07 (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 04/09/07 (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

Earl Dick 52 Brooks Road Carson, WA 98610

Earl Dick P.O. Box 201 Stevenson, WA 98648 Wanda Swingle 52 Brooks Road Carson, WA 98610

Wanda Swingle P.O. Box 201 Stevenson, WA 98648

by both first class and either certified mail, return receipt requested, or registered mail on 12/14/06, proof of which is in the possession of the Trustee; and on 12/15/06 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.

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 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.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.bba-Foreclosure.com.

EFFECTIVE: 1/15/2007

Northwest Mastee Services, Inc., Trustee

Authorized Signatur

P.O. BOX 997 Bellevue, WA 98009-0997

Contact: Kathy Taggart

(425) 586-1900

STATE OF WASHINGTON

SS

COUNTY OF KING

I certify that I know or have satisfactory evidence that Kathy Taggart 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: 1-9-0

MARIE ANTO JA PLANTILLA
STATE OF WASHINGTON
NOTARY — PUBLIC
MY COMMISSION EXPIRES, 10-03-09

NOTARY PUBLIC in and for the State of

Washington, residing at Bellevue My commission expires 10-3-09

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

File No: 7941.20001

Client: California Union Properties LLC Borrower: Dick, Earl and Swingle, Wanda

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

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