# **RETURN ADDRESS**

Country wide Home Loan 400 Countrywide way Simi valley Ca 930165 Doc # 2007164839
Page 1 of 7
Date: 01/31/2007 10:45A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$38.00

Please print neatly or type information
Document Title(s) 112853
notice of Trustee's Sale re-record to
Reference Numbers(s) of related documents: Covvect Legeo
2007164453
Additional Reference #'s on page
Grantor(s) (Last, First and Middle Initial)
Recontrust Company
Additional grantors on page
Grantee(s) (Last, First and Middle Initial)
Daniel mcGil midanita mcGill
Additional grantees on page
Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)
#1800 Sec 360 T3N R7E
Additional legal is on page
Assessor's Property Tax Parcel/Account Number
037536201800-00
Additional parcel #'s on page
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Requesting Party

DOC# **2007164839** Page 2 of 7

Doc # 2007164453
Page 1 of 5
Date: 01/10/2007 11:58A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$36.00

After recording, return to: Countrywide Home Loans, Inc 400 COUNTRYWIDE WAY SV-35 SIMI VALLEY, CA 93065

# "LSI TITLE, FNDS DIVISION"

File No. 2006-26158

**Grantors:** 

RECONTRUST COMPANY, N.A. COUNTRYWIDE HOME LOANS, INC.

6511538

Grantee(s):

DANIEL C MCGILL
MIDANITA B MC GILL

# **Notice of Trustee's Sale**

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

On April 6, 2007 at 10:00 AM The main entrance to the Skamania County Courthouse, 240 Vancouver Ave., Stevenson, WA, State of Washington, the undersigned Trustee, RECONTRUST COMPANY, N.A., (subject to any conditions imposed by the trustee to protect the 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 75 36 2 0 1800 00

ALL THAT PORTION OF GOVERNMENT LOT 9 IN SECTION 36 TOWNSHIP 3 NORTH RANGE 7-1/2 E-W M LYING NORTHERLY OF THE RIGHT OF WAY OF THE COUNTY RAOD KNOWN AND DESIGNATED AS STRAWBERRY ROAD DESCRIBED AS FOLLOWS BEGINNING AT A POINT 287 FEET EAST OF THE INTERSECTION OF THE NORTH LINE OF THE HENRY SHEPARD D L C WITH THE WEST LINE OF THE SAID SECTION 36 THENCE EAST 417.5 FEET THENCE NORTH 417.5 FEET THENCE WEST 482.5 FEET THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 102 FEET DUE WEST OF THE POINT OF BEGINNING.

Commonly Known as: 11 BONE ROAD, STEVENSON, WA 98648

which is subject to that certain Deed of Trust dated 04/03/1998, recorded on 04/17/1998, under Auditor's File No. 131228, records of Skamania County, Washington from DANIEL C MCGILL AND MIDANITA B MC GILL, HUSBAND AND WIFE, as grantor, to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of COUNTRYWIDE HOME LOANS, INC., as beneficiary.

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:

A. Monthly Payments B. Late Charges C. Beneficiary Advances D. Suspense Balance E. Other Fees	\$22,626.34 \$195.03 \$376.00 (\$.00) \$0.00
Total Arrears	\$23,197.37
F. Trustee's Expenses (Itemization)	<u>923,137.31</u>
Trustee's Fee	\$337.50
Title Report	\$675.63
Statutory Mailings	\$20.12
Recording Fees	\$68.00
Publication	\$0.00
Posting	\$115.00
Total Costs	<b>\$1,216.25</b>
Total Amount Due:	\$24,413.62

Other potential defaults do not involve payment of 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	ACTION NECESSARY TO CURE 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 required by the Deed of
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.

Unauthorized sale of property (Due on Sale)Revert title to permitted vestee.

#### v

The above-described real property will be sold to satisfy the expense of the 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 04/06/2007. 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 03/26/2007 (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 03/26/2007 (11 days before the sale date), the defaults(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 03/26/2007 (11 days before the sale date), and before the sale by the Borrower, Grantor, and 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): ( See attached list ).

by both first class and either certified mail, return receipt requested, or registered mail on 11/29/2006, proof of which is in the possession of the Trustee; and on 11/30/2006 Grantor and Borrower were personally served with said written notice of default or 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 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.

#### IX

Anyone having any objections 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 of the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

DATED: January 03, 2007

RECONTRUST COMPANY, N.A.

GR Marile

B. Villareal

Its Assistant Secretary

State of: California County of: Ventura

On 01/03/2007 before me C.B. Marlas, notary public, personally appeared G. Hernandez, 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/thier 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

C. B. MARLAS Commission # 1443381 Notary Public — California

Ventura County
My Comm. Expires Oct 4, 2007

RECONTRUST COMPANY, N.A. 1757 TAPO CANYON ROAD, SVW-88 SIMI VALLEY, CA 93063

SIMI VALLEY, CA 9306: Phone: (800) 281-8219 Client: Countrywide Home Loans, Inc

Doc ID #00078871572005N

Agent for service of process: Corporation Service Company 202 North Phoenix Street Olympia, WA 98506

File No. 2006-26158

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.

# **Attachment to section VI:**

DANIEL C MCGILL
11 BONE ROAD
STEVENSON, WA 98648
DANIEL C MCGILL
P.O. BOX 333
STEVENSON, WA 98648
MIDANITA B MC GILL
PO Box 198
Stevenson, WA 98648-198

DANIEL C MCGILL
PO Box 198
Stevenson, WA 98648-198
MIDANITA B MC GILL
11 BONE ROAD
STEVENSON, WA 98648
MIDANITA B MC GILL
P.O. BOX 333
STEVENSON, WA 98648

DOC # **2007164453** Page 5 of 5

# Exhibit A

A tract of land in Government Lot 8, in Section 36, Township 3 North, Range 7 1/2 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point 126.6 feet North of the Southwest corner of Lot 8 in said Section 36; thence East 100.4 feet; thence North 24°35' East 99 feet; thence North 20°25' West 77 feet; thence North 54°06' West to a point 33 feet East of the West line of Lot 8; thence North to the North line of Lot 8; thence West 33 feet to the Northwest corner of Lot 8; thence South to the Point of Beginning.

**EXCEPT** that portion lying within County Roads.