Doc # 2007164997
Page 1 of 3
Date: 02/13/2007 11:44A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$34.00

AND WHEN RECORDED MAIL TO:

EXECUTIVE TRUSTEE SERVICES, LLC. 15455 SAN FERNANDO MISSION BLVD SUITE #208 MISSION HILLS, CA 91345

(818) 837-2300

SER 29380

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ろ(06%) (Loan No: **0431273473** APN: 03073620130000

TS No: HC-99544-C

NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that First American Title Insurance Company, the undersigned Trustee will on 5/18/2007, at 10:00 AM at THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVENUE, STEVENSON, WASHINGTON 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. State of Washington, to-wit:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS; LOT 1 OF THE SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLAT, PAGE 1 SKAMANIA COUNTY RECORDS.

Commonly known as: 597 NW Maple Way Stevenson, WA 98648 FKA 141 Maple Way Stevenson, WA 98648

which is subject to that certain Deed of Trust dated 3/19/1999, recorded 3/23/1999, under Auditor's File No. 134685, in Book BK187, Page PG785 records of Skamania County, Washington, from RANDY PATTON, AN UNMARRIED MAN, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of ACCUBANC MORTGAGE CORPORATION, A CORPORATION, as Beneficiary, the beneficial interest in which was assigned by ACCUBANC MORTGAGE CORPORATION, A CORPORATION to THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE.

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/Mortgage.

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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:

PAYMENT INFORMATION

<u>FROM</u> <u>THRU</u> <u>NO.PMT</u> <u>AMOUNT</u> <u>TOTAL</u> <u>10/1/2006</u> 5/7/2007 8 \$638.16 \$5,105.28

LATE CHARGE INFORMATION

<u>FROM</u> <u>THRU</u> <u>NO. LATE CHARGES</u> <u>TOTAL</u> 10/1/2006 5/7/2007 7 \$184.03

PROMISSORY NOTE INFORMATION

Note Dated: Note Amount: Interest Paid To: Next Due Date: 3/19/1999 \$70,000.00 9/1/2006 10/1/2006

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$56,817.86, together with interest as provided in the Note from the 10/1/2006, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 5/18/2007. The defaults referred to in Paragraph III must be cured by 5/7/2007, (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 5/7/2007 (11 days before the sale) the default as set forth in Paragraph III is 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 the 5/7/2007 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, 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

RANDY PATTON, AN UNMARRIED MAN

<u>ADDRESS</u>

141 Maple Way

Stevenson, WA 98648

Randy Patton

597 NW MAPLE WAY STEVENSON, WA 98648

by both first class and certified mail on 1/10/2007, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, 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.

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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.

- 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 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.

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

DATED: February 09, 2007

FIRST AMERICAN TITLE INSURANCE COMPANY

2101 Fourth Ave., Suite 800

Seattle, WA 98121

Phone No: (818) 361-6998

Karen J. Cooper, Assistant Secretary

State of California) ss. County of Los Angeles)

On 2/9/2007, before me, **Dee C. Ortega**, a Notary Public in and for said County and State, personally appeared Karen J. Cooper 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.

Signature:

Dee C. Ortega

DEE C. ORTEGA
Commission # 1672751
Notary Public - California
Los Angeles County
My Comm. Expires Jun 5, 2010