After Recording, Return to: Vonnie McElligott Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997 Doc # 2007166581
Page 1 of 4
Date: 06/21/2007 11:19A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$35.00

ScR 297/2

File No. 7037.14775/Delao, Toni Reed

**Grantors:** 

Northwest Trustee Services, Inc.

Chase Home Finance, LLC successor by merger to Chase Manhattan Mortgage

Corporation

Grantee:

Delao, Toni Reed

## Notice of Trustee's Sale

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

I.

On September 21, 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.: 03-07-36-2-0-1301-00

A tract of land located 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: Beginning at a point marked by an iron bar on the Westerly right of way line of the county road known and designated as Maple Way Road, said point being 750.30 feet North and 701.16 feet West from the center of said Section 36; thence South along the Westerly right of way line of said road 25 feet; thence West 129 feet; thence North 225 feet; thence East to the Westerly right of way line of Maple Way Road; thence Southerly following said Westerly right of way line to the point of beginning.

Commonly known as:

615 Maple Way

Stevenson, WA 98648

which is subject to that certain Deed of Trust dated 11/03/03, recorded on 11/12/03, under Auditor's File No. 151127 Book 254 Page 171, records of Skamania County, Washington, from Toni Reed Delao, a married woman as her separate estate, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation in favor of Chase Manhattan Mortgage Corporation, as Beneficiary.

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.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

| Amount o  | ue to reinstate by |  |
|-----------|--------------------|--|
| 6/21/2007 |                    |  |

| Monthly Payments      | \$6,029.82 |
|-----------------------|------------|
| Late Charges          | \$301.50   |
| Lender's Fees & Costs | \$65.00    |
| Total Arrearage       | \$6,396.32 |
| Trustee's Expenses    | Y. 1 / N   |
| (Itemization)         | \$ ' / P'  |
| Trustee's Fee         | \$475.00   |
| Title Report          | \$652.70   |
| Statutory Mailings    | \$94.48    |
| Recording Costs       | \$112.00   |
| Postings              | \$115.00   |
| Sale Costs            | \$0.00     |
| Total Costs           | \$1,449.18 |
| Total Cobis           |            |
| Total Amount Due:     | \$7,845.50 |

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.

| CONTROL DESCRIPTION | ACTION MECEGO ADMITO | COLUMN TO THE REAL PROPERTY. |
|---------------------|----------------------|------------------------------|
| OTHER DEFAULT       | ACTION NECESSARY TO  | UUKB                         |

| 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  |
|   | required by the Deed of Trust  |
| 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   |
|   |  |

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$127,575.56, together with interest as provided in the note or other instrument secured from 12/01/06, 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 September 21, 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 09/10/07 (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 09/10/07 (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 09/10/07 (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

Toni Reed Delao 615 Maple Way Stevenson, WA 98648

Unknown Spouse and/or Domestic Partner of Toni Reed Delao 615 Maple Way Stevenson, WA 98648 Toni Reed Delao P.O. Box 1050 Carson, WA 98610

Unknown Spouse and/or Domestic Partner of Toni Reed Delao P.O. Box 1050 Carson, WA 98610

by both first class and either certified mail, return receipt requested, or registered mail on 05/21/07, proof of which is in the possession of the Trustee; and on 05/21/07 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 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> and <u>www.USA-Foreclosure.com</u>.

EFFECTIVE: 6/21/2007

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Vonnie McElligott

(425) 586-1900

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that will be satisfactory evidence

SS.

Dated:

HEATHER E. CASEY
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES

04-22-10

IOTARY PUBLIC in and for the State of

Washington, residing at \_ My commission expires \_

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

1414010239

File No: 7037.14775

Client: Chase Home Finance, LLC Borrower: Delao, Toni Reed

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

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