Doc # 2007168082

Page 1 of 4

Date: 10/26/2007 01:12P

Filed by: SKAMANIA COUNTY TITLE

Filed & Recorded in Official Records

of SKAMANIA COUNTY

SKAMANIA COUNTY

SKAMANIA COUNTY AUDITOR

J MICHAEL GARVISON

Fee: \$43.06

### AND WHEN RECORDED MAIL TO:

Executive Trustee Services, LLC 2255 North Ontario Street, Suite 400 Burbank, California 91504-3120

(818) 260-1600

Loan No: **0359424830** APN: 02053000160000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: WA-116789-C

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

1. NOTICE IS HEREBY GIVEN that First American Title Insurance Company, the undersigned Trustee will on 2/1/2008, at 10:00 AM at The main entrance to the Skamania County Courthouse, 240 Vancouver Ave., 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:

SEC 30 TOWNSHIP 2 NORTH RANGE 5 EAST

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A", PAGE

Commonly known as: 702 ALDER ROAD WASHOUGAL, WASHINGTON 98671

which is subject to that certain Deed of Trust dated 7/14/2005, recorded 7/22/2005, under Auditor's File No. 2005158075, in Book, Page records of Skamania County, Washington, from MONICA M. ANDERSON-PODRIZNIK, AN UNMARRIED WOMAN, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of ARGENT MORTGAGE COMPANY, LLC., as Beneficiary, the beneficial interest in which was assigned by ARGENT MORTGAGE COMPANY, LLC. to GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION.

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.

Loan No: 0359424830 T.S. No.: WA-116789-C

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**

FROM	THRU	NO.PMT	<u>AMOUNT</u>	<u>TOTAL</u>
6/1/2007	7/31/2007	2	\$1,411.57	\$2,823.14
8/1/2007	8/31/2007	1	\$1,505.50	\$1,505.50
9/1/2007	10/23/2007	2	\$1,727.11	\$3,454.22

### LATE CHARGE INFORMATION

FROM	THRU	NO. LATE CHARGES			TOTAL
6/1/2007	7/31/2007	2		# X	\$117.38
8/1/2007	8/31/2007	1	-		\$58.69
9/1/2007	10/23/2007	2	- 4.		\$117.38

# PROMISSORY NOTE INFORMATION

 Note Dated:
 7/14/2005

 Note Amount:
 \$168,300.00

 Interest Paid To:
 5/1/2007

 Next Due Date:
 6/1/2007

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$164,609.26, together with interest as provided in the Note from the 6/1/2007, 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 2/1/2008. The defaults referred to in Paragraph III must be cured by 1/21/2008, (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 1/21/2008 (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 1/21/2008 (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 ADDRESS

MONICA M. ANDERSON-PODRIZNIK, AN 702 ALDER ROAD

UNMARRIED WOMAN WASHOUGAL, WASHINGTON 98671

MONICA ANDERSON-PODRIZNIK 702 ALDER ROAD

WASHOUGAL, WA 98671

by both first class and certified mail on 9/20/2007, 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.

Loan No: 0359424830

T.S. No.: WA-116789-C

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 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.

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

DATED: 10/23/2007

FIRST AMERICAN TITLE INSURANCE COMPANY

2101 Fourth Ave., Suite 800

Seattle, WA 98121

Sale Line: 1714-259-7850

Anna Liza P Guingag, Assistant Secretary

State of California () ss. County of Los Angeles

On 10/23/2007, before me, **Dee C. Ortega**, a Notary Public in and for said County and State, personally appeared Anna Liza P. Guingao 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(les), 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

NC# 2007168082 Page 3 of 4

# **EXHIBIT "A"**

# LEGAL DESCRITPTION

A PARCEL OF PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30 TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN SKAMANIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00° 47' 42" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 935.59 FEET TO THE NORTH LINE OF THAT TRACT CONVEYED BY DEED TO KENNETH MCGLOTHLIN RECORDED IN BOOK 76 OF DEEDS AT PAGE 614, RECORDS OF SKAMANIA COUNTY AND BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88° 43' 25" EAST ALONG THE NORTH LINE OF SAID TRACT AND THE NORTH LINE OF THAT TRACT CONVEYED BY DEED TO KENNETH MCGLOTHLIN RECORDED IN BOOK 181 OF DEEDS AT PAGE 66, RECORDS OF SKAMANIA COUNTY 664.37 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 00° 47' 47" WEST ALONG THE EAST LINE OF SAID TRACT 329.00 FEET;

THENCE NORTH 88° 43' 25" WEST 664.36 FEET TO THE WEST LINE OF SAID SOUTHWEST OUARTER;

THENCE NORTH 00° 47' 42" EAST ALONG SAID WEST LINE 329.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN COUNTY ROAD.