RECORDING REQUESTED BY Ocwen Loan Servicing, LLC 1575 Palm Beach Lakes West Palm Beach, FL 33401

AND WHEN RECORDED MAIL TO: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 Doc # 2008168811

-Page 1 of 5
Date: 1/28/2008 11:28A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$46.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 33251703

APN: 03081723042000

TS No: WA-07-111598-CM

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

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 4/25/2008, at 10:00:00 AM at the main entrance to the Superior Courthouse, 240 Vancouver Avenue, Stevenson, WA 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:

LOT 20, RUSSELL'S MEADOW SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'B' OF PLATS, PAGE 102, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. TOGETHER WITH AN UNDIVIDED 1/31 INTEREST IN THE POND KNOWN AS LOTS 2 AND 3 OF THE RUSSELL'S MEADOWS SUBDIVISION, RECORDED IN BOOK 'B' OF PLATS, PAGE 102, SKAMANIA COUNTY RECORDS.

03-08-17-2-3-04200-00

Commonly known as:
252 Russell Timber Lane
Carson, WA 98610

which is subject to that certain Deed of Trust dated 6/18/2003, recorded 6/30/2003, under Auditor's File No. ****, in Book 245, Page 78 records of SKAMANIA County, Washington, from ERIC JOHNSON AND SASHA JOHNSON, HUSBAND AND WIFE, as Grantor(s), to DCBL, INC. A WASHINGTON CORPORATION, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FINANCE AMERICA, LLC, as Beneficiary, (only if current beneficiary different from original beneficiary) the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FINANCE AMERICA, LLC to Wachovia Bank, N.A., as Trustee for the registered holders of GSAMP Trust 2004-SD1, Mortgage Pass-Through Certificates, Series 2004-SD1.

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: \$23,468.67

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$75,505.32,together with interest as provided in the Note from the 12/1/2005,and such other costs and fees as are provided by statute.



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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 4/25/2008. The defaults referred to in Paragraph III must be cured by 4/14/2008 (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 4/14/2008 (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 4/14/2008 (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 ERIC JOHNSON AND SASHA JOHNSON, HUSBAND AND WIFE ADDRESS
252 Russell Timber Lane
Carson, WA 98610

by both first class and certified mail on 11/8/2007, 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.

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.

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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.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

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

DATED: 1/24/2008

Quality Loan Service Corp. of Washington, as Trustee

By: Seth Ott

For Non-Sale, Payoff & Damp; Reinstatement info Quality Loan Service Corp of Washington 319 Elm Street, 2nd Floor San Diego, CA 92101 (619) 645-7711

Sale Line: 714-573-1965 or Login to:

www.priorityposting.com

For Service of Process: Quality Loan Service Corp., of Washington 600 Winslow Way East, Suite 234 Bainbridge Island, WA 98110 (866) 645-7711

State of California) ss. County of San Diego)

On 1/24/2008, before me, R. Tassell, a Notary Public in and for said County and State, personally appeared Seth Ott 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.

Signatufe: __**__**_

D Tossell

R. TASSELL
COMM. #1655305
Notary Public · California
San Diego County
My Comm. Expires Mar. 28, 2010

NOTE: PLEASE CROSS REFERENCE WITH THAT CERTAIN MORTGAGE/DEED OF TRUST RECORDED ON /-30-03, IN BOOK 254, PAGE 593, INSTRUMENT /5/229, SKAMANIA COUNTY, WASHINGTON RECORDS.

AFFIDAVIT

Prepared By: Michael Hanna

OLS #: 33251703 Attorney Code:

STATE OF FLORIDA

COUNTY OF PALM BEACH

Personally appeared before the undersigned officer authorized by law to administer oaths in said State and County, comes the undersigned, who states on oath as follows:

- 1. That I am over 21 years of age, and competent to give this affidavit.
- 2. That I currently serve as an officer of **OCWEN LOAN SERVICING**, **LLC** and am personally familiar with the facts set forth herein.
- 3. That on or about JUNE 18, 2003, ERIC JOHNSON AND SASHA JOHNSON executed a Note and a Mortgage/Deed of Trust in favor of FRANKLIN CREDIT MANAGEMENT CORPORATION, which Mortgage/Deed of Trust, was recorded on <u>130-03</u> in Book <u>254</u>, Page <u>593</u>, Instrument (5)229, SKAMANIA County land records.
- 4. That FRANKLIN CREDIT MANAGEMENT CORPORATION subsequently transferred its interest in the above Note and Mortgage/Deed of Trust to WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GSAMP TRUST 2004-SD1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-SD1 by Assignment. The original assignment was lost or misplaced before being recorded, and attempts to obtain a new, recordable original Assignment have proven unsuccessful.

This affidavit may be relied on by purchasers, sellers, lenders, attorneys and title insurers.

Denise A. Marvel, Servicing Officer

STATE OF FLORIDA) SS

COUNTY OF PALM BEACH

BE IT REMEMBERED, that on this 14th day of January, 2007, before me, the subscriber, a Notary Public personally appeared Denise A. Marvel, the Servicing Officer of Ocwen Loan Servicing, LLC, who I am satisfied is the person who signed the within instrument and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation made by virtue of a Resolution of its Board of Directors.

Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Leticia N. Arias
Commission # DD737904
Expires: NOV. 29, 2011
BONDED THRU ATLANTIC BONDING CO., INC.