Recorded at the Request of: Michael D. Bohannon, PLLC P. O. Box 2326 Poulsbo, WA 98370 Doc # 2008169064
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Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$46.00

En 30193

NOTICE OF TRUSTEE'S SALE

Reference Number:

119872

Grantor:

Sandra L. Kelley, a single person (aka Sandra L. Hendricks)

Grantee:

Green Tree Servicing LLC

Legal Description:

Lot 11 of the Hideaway II, Book B of Plats, Pg. 4, Skamania County, WA

Tax Parcel Number:

02051124011100

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **June 6, 2008**, at 10:00 a.m., at the main entrance of the Skamania County Courthouse, located at 240 Vancouver, Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following-described real property, situated in the County of Skamania, State of Washington, to wit:

Lot 11 of the Hideaway II, according to the Plat thereof, recorded in Book "B" of Plats, Page 4, in the County of Skamania, State of Washington.

TOGETHER WITH that certain personal property described as a 1983 Fleetwood manufactured home situated thereon, VIN WAFL2AD06314455.

The aforedescribed real property is subject to that certain Deed of Trust dated June 21, 1994, recorded July 1, 1994, under Auditor's File No. 119872, of Skamania County, State of Washington from Sandra L. Kelley, a single person, Grantor, to Robert W. Vandorn, Trustee, to secure an obligation in favor of Green Tree Servicing LLC, who as the original Beneficiary or due to assignment, is now the current Beneficiary. The sale will be made without any warranty concerning the title to, or the condition of, the property.

 Π

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation secured by the Deed of Trust in any Court by reason of the Borrower or Grantor 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:

A.	Monthly payments		\$ 1,253.52
В.	Late charges	5	35.00
C.	Delinquent taxes	5	\$ 4,187.27
D.	Other arrearages	S	\$ 1,991.20
	Total arrearages	<u>\$7,466.99</u>	
E.	Trustee's expenses		-
	Trustee's or Attorney fees	_ 5	\$ 750.00
	Title report	• 5	374.50
	Process service		\$ 260.00
	Long distance		\$ 20.00
	Recording fees		\$ 65.00
	Statutory mailings		\$ 84.00
	Photocopies		\$ 55.99
	Publication (estimate)		\$ 800.00
	Total costs	\$2,409.49	

Total Estimated Reinstatement Amount as of May 26, 2008: \$9,876.48

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. 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	ACTION NECESSARY TO CURE	
Non payment of Taxes/Assessments	Deliver to Trustee written proof that all taxes	
	and assessments against the property are paid	
	current.	
Default under any senior liens	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.	

The sum owing on obligation secured by the Deed of Trust is: Principal \$25,447.15, together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust and 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on **June 6**, 2008. The defaults referred to in Paragraph III must be cured by **May 26**, 2008, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **May 26**, 2008, the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **May 26**, 2008, and before the sale by the Borrowers, Grantors, any Guarantor, their successor in interest or the holder of any recorded junior lien or encumbrance, by paying the entire 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, and curing all other defaults.

 $\mathbf{V}\mathbf{I}$

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrowers or Grantors at the following addresses:

Sandra L. Hendricks (fka Sandra L. Kellev)

102 Dougan Falls Lane Washougal, WA 98671 Occupant

102 Dougan Falls Lane Washougal, WA 98671 Sandra L. Hendricks (fka Sandra L.

Kelley) P. O. Box 3673 Salem, OR 97302

Sandra L. Hendricks (fka Sandra L. Kelley) 433 South Dowing Street Washougal, WA 97138

by both first class mail and certified mail on January 10, 2008, proof of which is in the possession of the Trustee; and the Borrower and the Grantor were personally served on January 14, 2008, 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.

VΙΙ

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.

Michael D. Bohannon, Trustee 19586 10th Avenue NE, Suite 300 P. O. Box 2326 Poulsbo, WA 98370 (360) 779-6665 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 objection to the sale on any grounds whatsoever is afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the 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.

XI

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less then the debt secured by the Deed of Trust; (2) the Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale; (3) the Guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale.

DATED this February 20, 2008.

IICHALL D. BOHANNON, Trustee

For further information please call (360) 779-6665

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL D. BOHANNON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this February 20, 2008.



NOTARY PUBLIC in and for the State of Washington

Residing at: Poulsbo, WA

My Commission Expires: 10/19/09

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.