AFN #2008169848 Recorded 05/09/08 at 12:12 PM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County, WA

## AND WHEN RECORDED MAIL TO:

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

(818) 260-1600

SCOR 30369

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: WA-136332-C

Loan No: 7429870207 APN: 02-07-01-1-1-7100-00

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

NOTICE IS HEREBY GIVEN that First American Title Insurance Company, the undersigned Trustee will on 8/8/2008, 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:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

LOTS 14-19, BLOCK 2, TOWN OF STEVENSON.

Commonly known as: 212 SOUTHWEST CASCADE AVENUE STEVENSON, WASHINGTON 98648

which is subject to that certain Deed of Trust dated 8/3/2006, recorded 8/9/2006, under Auditor's File No. 2006162585, in Book, Page records of Skamania County, Washington, from BRETT E. JOHNSON AND TERESA M. JOHNSON, HUSBAND AND WIFE, as Grantor(s), to SKAMANIA COUNTY TITLE, as Trustee, to secure an obligation in favor of "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER HOMECOMINGS FINANCIAL NETWORK, INC., as Beneficiary, the beneficial interest in which was assigned by "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER HOMECOMINGS FINANCIAL NETWORK, INC. to MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC.

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.

AFN #2008169848 Page: 2 of 4

Loan No: 7429870207

T.S. No.: WA-136332-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** 

<u>FROM</u> <u>THRU</u> <u>NO.PMT</u> <u>AMOUNT</u> <u>TOTAL</u> 12/1/2007 5/7/2008 6 \$3,022.50 \$18,135.00

LATE CHARGE INFORMATION

FROM THRU NO. LATE CHARGES TOTAL 12/1/2007 5/7/2008 5 \$755.60

PROMISSORY NOTE INFORMATION

Note Dated: 8/3/2006

Note Amount: \$468,000.00

Interest Paid To: 11/1/2007

Next Due Date: 12/1/2007

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$468,000.00, together with interest as provided in the Note from the 12/1/2007, 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 8/8/2008. The defaults referred to in Paragraph III must be cured by 7/28/2008, (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 7/28/2008 (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 7/28/2008 (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** 

BRETT E. JOHNSON AND TERESA M. JOHNSON, HUSBAND AND WIFE

ADDRESS

212 SOUTHWEST CASCADE AVENUE STEVENSON, WASHINGTON 98648

BRETT E. JOHNSON AND TERESA M.

PO BOX 721

**JOHNSON** 

STEVENSON, WA 98648

by both first class and certified mail on 3/24/2008, 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: 7429870207

T.S. No.: WA-136332-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: 5/7/2008

FIRST AMERICAN TITLE INSURANCE COMPANY 2101 Fourth Ave., Suite 800 Seattle, WA 98121 Sale Line: 714-259-7850

Anna Liza P. Guingao, Assistant Secretary

Dyman XXX

State of California ss. County of Los Angeles

On 5/8/2008, before me, Elizabeth Ogbomon, a Notary personally appeared Anna Liza P. Guingao who 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.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Elizabeth Ogbomon

ELIZABETH OGBOMON
Commission # 1558797
Notary Public - California
Los Angeles County
My Comm. Expires Mar 13, 2009

AFN #2008169848 Page: 4 of 4

T.S. No. WA-136332-C

## **EXHIBIT "A"**

## LEGAL DESCRITPTION

LOTS 14, 15, 16, 17 AND 18 AND THE WESTERLY 16 FEET OF LOT 19, ALL IN BLOCK 2, IN THE TOWN OF STEVENSON ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN BOOK A OF PLATS, PAGE 21, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.
TOGETHER WITH THAT PORTION OF THE VACATED ALLEY LYING BETWEEN LOTS 14, 15, 16, 17, 18 AND THE WESTERLY 16 FEET OF LOT 19, ALL IN SAID BLOCK 2
ALSO TOGETHER WITH THAT PORTION OF THE VACATED STREET BEING 30 FEET WIDE LYING WESTERLY OF LOTS 16 AND 17 IN SAID BLOCK 2.