

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CR Title Services Inc.
P.O. Box 1500
Rancho Cucamonga, CA 91729-1500
888-485-9191 714-730-2727

30701

ABBREVIATED LEGAL DESCRIPTION: SEC 10 T3N, T9E
Loan No: 0111197448 APN: 03-09-10-0-0-1001-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: T08-40855-WA

3856525

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

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee FIRST AMERICAN TITLE INSURANCE COMPANY will on **01-16-2009**, at **10:00 AM** at **THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVENUE, 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:

A TRACT OF LAND IN SECTION 10 TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: ☐ LOT 2 OF THE LAFOLLETTE SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 366, SKAMANIA COUNTY RECORDS.

Commonly known as:
512 LITTLE ROCK CREEK
ROAD
BINGEN, WA 98605

which is subject to that certain Deed of Trust dated 02-28-2005, recorded 04-29-2005, under Auditor's File No. 2005157129, in Book , Page records of SKAMANIA County, Washington, from WENDALL E. SPEELMAN, A MARRIED MAN AS HIS SEPARATE ESTATE, as Grantor(s), to LAWYERS TITLE INSURANCE CORPORATION, as Trustee, to secure an obligation in favor of AMERIQUEST MORTGAGE COMPANY, A DELAWARE CORPORATION, as Beneficiary, the beneficial interest in which was assigned by AMERIQUEST MORTGAGE COMPANY, A DELAWARE CORPORATION, under an Assignment recorded under Auditor's file number 2008170954.

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.

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>
05/01/2008	06/30/2008	2	\$1,781.80	\$3,563.60
07/01/2008	10/07/2008	4	\$2,244.15	\$8,976.60

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
05/01/2008	06/30/2008	2	\$203.36
07/01/2008	10/07/2008	3	\$203.36

PROMISSORY NOTE INFORMATION

Note Dated:	02-28-2005
Note Amount:	\$206,300.00
Interest Paid To:	04-01-2008
Next Due Date:	05-01-2008

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$200,750.17, together with interest as provided in the Note or other instrument from the 05-01-2008, and such other costs and fees as are due under the note or other instrument secured, 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. Said sale will be made without warranty, express or implied, regarding title, possession or encumbrances on 01-16-2009. The defaults referred to in Paragraph III must be cured by 01-05-2009, (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 01-05-2009 (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 01-05-2009 (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):

<u>NAME</u>	<u>ADDRESS</u>
WENDALL E. SPEELMAN, A MARRIED MAN AS HIS SEPARATE ESTATE	512 LITTLE ROCK CREEK ROAD BINGEN, WA 98605

WENDALL E. SPEELMAN, A MARRIED MAN AS HIS SEPARATE ESTATE	512 LITTLE ROCK CREEK ROAD BINGEN, WA 98605
--	--

by both first class and certified mail on 09-03-2008, 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.

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 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.

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

FOR SALES INFORMATION, PLEASE CONTACT AGENCY SALES AND POSTING AT
WWW.FIDELITYASAP.COM OR 714-730-2727

DATED: October 07, 2008


FIRST AMERICAN TITLE INSURANCE COMPANY,
C/O CR Title Services Inc.
C/O CR TITLE SERVICES INC.
RANCHO CUCAMONGA, CA 91729-1500
PHONE 888-485-9191


YESSICA RODRIGUEZ, TRUSTEE SALES OFFICER

State of CA) ss.
County of SAN BERNARDINO)

On October 07, 2008 before me, Crystal Timberlake Notary Public, personally appeared YESSICA RODRIGUEZ, 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.

Signature  (Seal)
Crystal Timberlake, Notary Public



Federal Law requires us to notify you that we are acting as a debt collector. If you are currently in a bankruptcy or have received a discharge in bankruptcy as to this obligation, this communication is intended for informational purposes only and is not an attempt to collect a debt in violation of the automatic stay or the discharge injunction.