AFN #2009172009 Recorded 02/05/09 at 12:52 PM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County, wa

After Recording, Return to: Heather L. Smith Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997

Sch 30842

File No.:

7081.21376

Grantors:

Northwest Trustee Services, Inc.

Flagstar Bank, FSB

Grantee:

Bradley J. Collins, an unmarried man

Tax Parcel ID No.: 03-08-17-2-3-0409-00

Abbreviated Legal: Lot 9 Russell Meadow Subdivision

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

II.

On May 8, 2009, at 10:00 a.m. inside the main lobby of the Skamania County Courthouse, 240 Vancouver Avenue in the City of Stevenson, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skamania, State of Washington:

Parcel It Lot 9, 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. Parcel II: Together with each lot shown above having an undivided 1/31 interest in the Pond known as Lots 2 and 3 of the 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.

Commonly known as:

151 Russell's Timber Lane

Carson, WA 98610

which is subject to that certain Deed of Trust dated 03/10/03, recorded on 03/20/03, under Auditor's File No. Book 239, Page 102 and Auditors No. 148011, records of Skamania County, Washington, from Bradley J. Collins, an unmarried man, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Scheller, Hess-Yoder & Associates, Inc., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to Flagstar Bank, FSB, under an Assignment/Successive Assignments recorded under Auditor's File No. 2009171892.

AFN #2009172009 Page: 2 of 4

*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided berein.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seck satisfaction of the Obligation in any Court by reason of the Grantor's or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amo	ount due to reinstate by
		02/04/2009
	AT. 1	4.7
Monthly Payments		\$5,471.04
Late Charges		\$171.45
Lender's Fees & Costs		\$99.18
Total Arrearage	\$5,741.67	4
Trustee's Expenses	- I .	
(Itemization)	_ 7 7	
Trustee's Fee		\$675.00
Title Report	7 -	\$609.90
Statutory Mailings		\$22.96
Postings		\$57.50
Total Costs	<u>\$1,365.36</u>	N 1 4
Total Amount Duc:		\$7,107.03

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$103,240.74, together with interest as provided in the note or other instrument evidencing the Obligation from 08/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on May 8, 2009. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 04/27/09 (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 the close of the Trustee's business on 04/27/09 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the

AFN #2009172009 Page: 3 of 4

Trustee's fees and costs are paid. The sale may be terminated any time after 04/27/09 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Bradley J. Collins 151 Russells Timber Lane Carson, WA 98610

Unknown Spouse and/or Domestic Partner of Bradley J. Collins 151 Russell's Timber Lane Carson, WA 98610 Bradley J. Collins PO Box 1234 Carson, WA 98610

Unknown Spouse and/or Domestic Partner of Bradley J. Collins PO Box 1234 Carson, WA 98610

by both first class and either certified mail, return receipt requested on 12/23/08, proof of which is in the possession of the Trustee; and on 12/23/08 Grantor and Borrower were personally served with said written notice of default <u>or</u> the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the Property.

IX.

Anyone having any objection to the 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.

AFN #2009172009 Page: 4 of 4

The trustee's rules of auction may be accessed at <u>www.northwesttrustee.com</u> and are incorporated by this reference. You may also access sale status at <u>www.northwesttrustee.com</u> and www.USA-Foreclosure.com.

EFFECTIVE: 02/04/2009

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Heather L. Smith

(425) 586-1900

STATE OF WASHINGTON) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Heather Smith is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02/04/2009

NEANG AVILA STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES 06-11-12

NOTARY PUBLIC in and for the State of Washington, residing at Burien

My commission expires 06/11/2012

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7081.21376 Client: Flagstar Bank

Borrower: Collins, Bradley

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.