AFN #2009172082 Recorded 02/19/09 at 12:37 PM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County, WA

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

ABBREVIATED LEGAL DESCRIPTION:

Sn308/2

APN: 02-05-20-0-0-0101-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: T09-44498-WA

3476565

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 05-22-2009, 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 THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: 11 BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 01°23'49" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 268.31 FEET; THENCE NORTH 88°12'57" WEST PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 704.59 FEET TO THE CENTER OF A PRIVATE ROAD, MORE PARTICULARLY DESCRIBED ON SHORT PLAT AUDITOR FILE NO. 82512, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG SAID ROAD EASEMENT TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 20, THENCE SOUTH 88°35'38" EAST 655.37 FEET TO THE POINT OF BEGINNING. FILE ALSO KNOWN AS LOT1 OF THE SHORT PLAT RECORDED IN BOOK1 OF SHORT PLATS, PAGE 43, SKAMANIA COUNTY RECORDS.

Commonly known as: 142 DOBBINS ROAD WASHOUGAL, WA 98671

which is subject to that certain Deed of Trust dated 12-22-2005, recorded 12-29-2005, under Auditor's File No. 2005160048, in Book, Page records of SKAMANIA County, Washington, from WILLIAM STURDEVANT AND PAMELA STURDEVANT, HUSBAND AND WIFE, as Grantor(s), to SKAMANIA COUNTY TITLE COMPANY, as Trustee, to secure an obligation in favor of ARGENT MORTGAGE COMPANY, LLC.,, as Beneficiary, the beneficial interest in which was assigned by ARGENT MORTGAGE COMPANY, LLC.,, under an Assignment recorded under Auditor's file number 2008168809.

- 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

FROM THRU NO.PMT AMOUNT TOTAL 10/01/2008 02/09/2009 5 \$2,950.05 \$14,750.25

LATE CHARGE INFORMATION

FROM THRU NO. LATE CHARGES TOTAL 10/01/2008 02/09/2009 4 \$620.08

PROMISSORY NOTE INFORMATION

 Note Dated:
 12-22-2005

 Note Amount:
 \$290,000.00

 Interest Paid To:
 09-01-2008

 Next Due Date:
 10-01-2008

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$314,790.11, together with interest as provided in the Note or other instrument from the 10-01-2008 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 05-22-2009. The defaults referred to in Paragraph III must be cured by 05-11-2009, (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 05-11-2009 (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 05-11-2009 (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>

WILLIAM STURDEVANT AND PAMELA 142 DOBBINS ROAD STURDEVANT, HUSBAND AND WIFE WASHOUGAL, WA 98671

WILLIAM STURDEVANT AND PAMELA 142 DOBBINS ROAD STURDEVANT, HUSBAND AND WIFE WASHOUGAL, WA 98671

by both first class and certified mail on 01-14-2009, 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: February 09, 2009

FIRST AMERICAN TITLE INSURANCE COMPANY AS AGENT FOR THE TRUSTEE C/O CR TITLE SERVICES INC.
818 Steward Street Suite 800

Seattle, WA 98901 PHONE 888-485-9191

STEPHANIE HOY ASSTRUC

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of ___ Laure A. Kennedy Here Insert Name and Title of the Officer STEPHANIE HOY personally appeared Name(s) of Signer(s) 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 LAURA A. KENNEDY instrument the person(s), or the entity upon behalf of Commission # 1819999 which the person(s) acted, executed the instrument. Notary Public - California Orange County My Comm. Expires Oct 27, 2012 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 Signature of Notary Public Place Notary Seal Above **OPTIONAL** E Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: ___ Document Date: __ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:_____ Signer's Name: ___ Individual □ Individual ☐ Corporate Officer — Title(s): __ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here ☐ Trustee Trustee ☐ Guardian or Conservator Guardian or Conservator ① Other: Other: Signer Is Representing: Signer Is Representing:___