AFN #2009172464 Recorded 04/06/09 at 10:06 AM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County,

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

Set 30923

File No.:

7023.00586

**Grantors:** 

Northwest Trustee Services, Inc.

Wells Fargo Bank, N.A.

Grantee:

Steven Lynn Dyer & Markay Lynn Tracy as tenants in common.

Tax Parcel ID No.: 02072010023400

Abbreviated Legal:

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **July 6, 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:

LOT 13, AMBER OAKS, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'B' OF PLATS, PAGE 117, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

Commonly known as:

113 AMBER WAY

NORTH BONNEVILLE, WA 98639

which is subject to that certain Deed of Trust dated 06/08/05, recorded on 06/15/05, under Auditor's File No. 2005157654, records of Skamania County, Washington, from STEVEN L. DYER, a single man, as Grantor, to Michael D. Hitt, as Trustee, to secure an obligation "Obligation" in favor of Washington Mutual Bank, FA, as Beneficiary, the beneficial interest in which was assigned by Washington Mutual Bank, FA to Wells Fargo Bank, N.A., under an Assignment/Successive Assignments recorded under Auditor's File No. 2007164564.

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 Grantor's or Borrower's default on the Obligation.

<sup>\*</sup>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 herein.

AFN #2009172464 Page: 2 of 4

Sale Costs

III.

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

|                                 | 04/04/09   |                        |
|---------------------------------|------------|------------------------|
| Monthly Payments                |            | \$9,175.20<br>\$323,44 |
| Late Charges                    |            | (\$122.35)             |
| Excepting therefrom a credit of |            | (3122.33)              |
| Total Arrearage                 | \$9,376.29 |                        |
| Trustee's Expenses              |            |                        |
| (Itemization)                   |            |                        |
| Trustee's Fee                   | - 7        | \$405.00               |
| Title Report                    |            | \$716.90               |
| Statutory Mailings              |            | \$50.96                |
| Recording Costs                 |            | \$14.00                |
| Postings                        |            | \$57.50                |

**Total Costs** \$1,244.36

Total Amount Due:

\$10,620.65

\$0.00

Amount due to reinstate by

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$154,060.91, together with interest as provided in the note or other instrument evidencing the Obligation from 07/01/08, 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 July 6, 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 06/25/09 (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 06/25/09 (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 Trustee's fees and costs are paid. The sale may be terminated any time after 06/25/09 (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):

AFN #2009172464 Page: 3 of 4

## NAME AND ADDRESS

STEVEN L. DYER 113 AMBER WAY NORTH BONNEVILLE, WA 98639

UNKNOWN SPOUSE AND/OR DOMESTIC PARTNER OF STEVEN L. DYER 113 AMBER WAY NORTH BONNEVILLE, WA 98639

Markay Lynn Tracy 113 Amber Way North Bonneville, WA 98639

Markay Tracy c/o Daniel C. McGill, Atty 1112 Daniels Street Vancouver, WA 98666 STEVEN L. DYER PO BOX 364 NORTH BONNEVILLE, WA 98639

UNKNOWN SPOUSE AND/OR DOMESTIC PARTNER OF STEVEN L. DYER PO BOX 364 NORTH BONNEVILLE, WA 98639

Unknown Spouse and/or Domestic Partner of Markay Lynn Tracy 113 Amber Way North Bonneville, WA 98639

Markay Tracy c/o Daniel C. McGill, Any P.O. Box 54 Vancouver, WA 98666

by both first class and either certified mail, return receipt requested on 03/04/09, proof of which is in the possession of the Trustee; and on 01/29/09 Grantor and Borrower were personally served with said written notice of default or 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 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.

AFN #2009172464 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: 04/04/09

Northwest Trustee Services, Inc., Trustee

By Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Kathy Taggart

(425) 586-1900

STATE OF WASHINGTON ) ss. COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ken Patner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged he 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: March 31, 2009

SANDY RUIZ
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
08-02-10

NOTARY PUBLIC in and for the State of

Washington, residing at My commission expires

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: 7023.00586

Client: Wells Fargo Home Mortgage Borrower: DYER, STEVEN L.

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.