AFN #2009172866 Recorded 05/18/09 at 09:23 AM 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

Scr 31098

File No.:

7427.21174

**Grantors:** 

Northwest Trustee Services, Inc.

Bank of America, National Association as successor by merger to LaSalle Bank

National Association, as Trustee for First Franklin Mortgage Loan Trust,

Mortgage Loan Asset-Backed Certificates, Series 2007-FF2

**Grantee:** 

Kenneth J. Guttig, an unmarried person

Tax Parcel ID No.: 02-05-19-0-0-1317-00

Abbreviated Legal: Section 19, Township 2 North, Skamania County, State of WA

# **Notice of Trustee's Sale**

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

I.

On August 14, 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:

A parcel situated within the Northwest quarter of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington and described as follows: The South half of Lots 1 and 2 of the David and Jennette Palmer Short Plat as shown on the Map thereof recorded in Book 1 at Page 69 of Short Plats, Auditor File No. 83826; together with and subject to an easement for roadway described in that particular document recorded in Book 75 at Page 798; Also together with and subject to an easement for access as shown on the Short Plat recorded in Book 1 at Page 13 of Short Plats and on the Short Plat recorded in Book 1 of Page 69 of Short Plats; Also together with and subject to a private roadway agreement recorded in Book 1 at Page 13E of Short Plat; Also together with and subject to an easement for road access and utilities over, under and across an existing roadway lying within the North 387 feet of said Lots 1 and 2; Excepting therefrom the following described strip along the Southerly line thereof, to wit; Beginning at the Southwest corner of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian; thence South 89 degrees 24' 36" East, 330 feet along the South lines of Lots 1 and 2 of said Short Plat; thence North 00 degrees 38' 55" East, 27 feet; thence West to a point 31.3 feet North 00 degrees 38' 55" East of the point of beginning; thence South 00 degrees 38' 55" West, 31.3 feet to the point of beginning, as disclosed by Suit No. 00-2-00065-2. Together with an easement for access and utilities as shown by Survey recorded in Book 3 of Surveys, Page 119.

Commonly known as:

531 Harder Road

Washougal, WA 98671

which is subject to that certain Deed of Trust dated 12/18/06, recorded on 12/28/06, under Auditor's File No. 2006164317, records of Skamania County, Washington, from Kenneth J. Guttig, a single man as his sole and separate property, 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 First Franklin a Division of National City Bank, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, under an Assignment/Successive Assignments recorded under Auditor's File No. 2009172632.

\*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.

#### 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.

#### III.

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

	Amount due to reinstate by	
	05/14/2009	k.
	10.400	20
Monthly Payments	\$8,188.	
Late Charges	\$258.	
Lender's Fees & Costs	\$19.	52
Total Arrearage	\$8,466.28	
Trustee's Expenses		
(Itemization)	_ \	-4
Trustee's Fee	\$675.	
Title Report	\$866.	
Statutory Mailings	\$22.	
Recording Costs	\$28.	
Postings	\$70.	00
Total Costs	<u>\$1,662.66</u>	
Total Amount Due:	\$10,128.	.94

## Other known defaults as follows:

### IV.

The sum owing on the Obligation is: Principal Balance of \$223,200.00, together with interest as provided in the note or other instrument evidencing the Obligation from 12/01/08, 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 August 14, 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 08/03/09 (11 days before the sale date), to cause a discontinuance of the sale.

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The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 08/03/09 (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 08/03/09 (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

KENNETH J GUTTIG 531 HARDER RD WASHOUGAL, WA 98671

Unknown Spouse and/or Domestic Partner of KENNETH J GUTTIG 531 HARDER RD WASHOUGAL, WA 98671 KENNETH J GUTTIG PO BOX 775 WASHOUGAL, WA 98671

Unknown Spouse and/or Domestic Partner of KENNETH J GUTTIG PO BOX 775 WASHOUGAL, WA 98671

by both first class and either certified mail, return receipt requested on 04/10/09, proof of which is in the possession of the Trustee; and on 04/10/09 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.

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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: 05/14/2009

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: 05/14/2006

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: 7427.21174

Client: Home Loan Services, Inc. Borrower: GUTTIG, KENNETH

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.