AFN #2009173876 Recorded 09/14/09 at 04:58 PM DocType: NTS Filed by: BRADLEY BOWELL JONES Page: 1 of 6 Auditor J. Michael Garvison Skamania County, WA

AFTER RECORDING RETURN TO:

BRADLEY BOSWELL JONES 5440 California Ave. SW SEATTLE WA 98136

REFERENCE #151399

GRANTOR(S): (1) Brian Hall (2) Sandy Hall

GRANTEE(S): Wells Fargo Bank, NA

LEGAL DESCRIPTION: See Attached

ASSESSOR'S TAX PARCEL ID#: 02 06 34 0 0 0300 06

NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON

CHAPTER 61.24, ET.SEQ.

TO: BRIAN & SANDY HALL, 451 BOBS ROAD, STEVENSON, WA 98648
TO: Residents of the property subject to foreclosure sale: 451 BOBS ROAD, STEVENSON, WA 98648

THIS DOCUMENT IS SENT FOR THE PURPOSE OF COLLECTING A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Bradley Boswell Jones will on <u>December 18, 2009</u> at the hour of <u>10:00</u> o'clock, A.M., At main entrance Skamania County Courthouse, 240 Vancouver, Avenue, in the City of <u>Stevenson</u>, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of <u>Skamania</u> State of Washington, to-wit: See Attached Exhibit A

(commonly known as 451 Bobs Road, Stevenson, WA 98648) which is subject to that certain Deed of Trust dated 11/4/03, recorded 12/8/03, under Auditor's File No. 151399, records of Skamania County, Washington, from Brian Hall and Sandy Hall as Grantor, to Wells Fargo Financial National Bank as Trustee, to secure an obligation in favor of Wells Fargo Bank as Beneficiary.

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No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

(If default is for other than payment of money, set forth the particulars)

Failure to pay real estate taxes when due;

Failure to maintain property insurance, if

applicable;

Failure to keep property unencumbered, if applicable;

Failure to pay when due the following amounts which are now in arrears:

Monthly Payment:

Various monthly payments; (1/20/09through9/1/09) \$1858.80

Late Charges:

Various late charges for each monthly payment not made within $\underline{5}$ days of its due date. $\underline{\$122.79}$

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$19<u>81.59</u>

IV.

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$70,000.00, together with interest as provided in the note or other instrument secured from the 8 day of December, 2003 and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

٧.

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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 18 day of December 2009. The default(s) referred to in paragraph III must be cured by the 7 day of December, 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 on or before the 7 day of December, 2009 (11 days before the dale date), the default (s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 7 day of December, 2009 (11

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days before the sale date) and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded Junior lien or encumbrance paying the entire 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, and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest at the following address:

Name Address

BRIAN & SANDY HALL, 451 BOBS ROAD, STEVENSON, WA 98648 OCCUPANTS: 451 BOBS ROAD, STEVENSON, WA 98648

by both first class and either registered or certified mail on the 10 day of June, 2009, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 16 day of June, 2009, 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 1 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 if, a statement of all costs and fees due at any time prior to the sale.

vīII.

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 the sale on any grounds whatsoever will be afforded an opportunity to be heard objection 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.

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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

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occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

JONES, Successor BRADLEY

Trustee

5440 California Ave. SW Address:

Seattle WA 98136

Telephone:206/935-1501

Fax: 206/935-1505

On this day personally appeared before me BRADLEY B. JONES, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and that he signed the same as $\frac{1}{1}$. deed, for the uses and purposes therein mentioned. $\frac{1}{2}$ day of

GIVEN under my hand and official seal this _ ceptember, 2009

> PUBLIC in and for the State of Washington, residing at <u>Famons</u>

My commission expires: 4-4-

WENDY POPP NOTARY PUBLIC STATE OF WASHINGTON OMMISSION EXPIRES APRIL 9, 2012

To: RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE

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The foreclosure process has begun on this property, which may affect your right to continue to live in this property. Ninety days or more after the date of this notice, this property may e sold at foreclosure. If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property. You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.



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Exhibit A

All that portion of the Northwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying Westerly of the Westerly bank of Duncan Creek and Southerly of the Northerly line of the transmission line easement, 100 feet in width, granted to the United States of America for the Bonneville Power Administration's electric power transmission line.

EXCEPT the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 34.

ALSO EXCEPT a tract of land and an easement for a one-inch water pipeline granted to George S. Nielson by Deed dated October 12, 1916, recorded February 16, 1917 in Book "Q", page 105.

ALSO EXCEPT that portion conveyed to Fred Johnson, et ux, by Suit No. 90-2-00160-3, filed in Skamania County, Washington.