

RECORDING REQUESTED BY
M&T Bank
1 Fountain Plaza
Buffalo, NY 14203

AND WHEN RECORDED MAIL TO:
Quality Loan Service Corp. of Washington
2141 5th Avenue
San Diego, CA 92101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

127504
APN: 02-05-19-0-0-0401-00

TS No: WA-09-300283-SH

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 12/18/2009, at 10:00AM At the main entrance to the Superior Courthouse, 240 Vancouver Avenue, Stevenson, WA 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:

**THE EAST HALF OF THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 19,
TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF
SKAMANIA, STATE OF WASHINGTON; THENCE NORTH 660 FEET; THENCE EAST 1,320 FEET;
THENCE SOUTH 660 FEET; THENCE WEST 1,320 FEET TO THE POINT OF BEGINNING. EXCEPT
THE SOUTH 30 FEET OF SAID TRACT RESERVED FOR PUBLIC ROAD PURPOSES. EXCEPT
ROAD NO. 13780, KNOWN AND DESIGNATED AT NEWQUIST ROAD. EXCEPT THAT PORTION
LYING WITHIN SKYE ROAD.**

Commonly known as:
**61 NEWQUIST ROAD
WASHOUGAL, WA 98671**

which is subject to that certain Deed of Trust dated 1/8/2007, recorded 1/12/2007, under Auditor's File No. 2007164487, in Book xxx, Page xxxrecords of SKAMANIA County, Washington, from **BRIAN PHELPS, AN UNMARRIED MAN**, as Grantor(s), to **CASCADE TITLE COMPANY**, as Trustee, to secure an obligation in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T BANK A CORPORATION**, as Beneficiary, the beneficial interest in which was assigned by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T BANK A CORPORATION** to M&T Bank.

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: **\$13,847.61**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$286,846.51**, together with interest as provided in the Note from the **3/1/2009**, and such other costs and fees 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, expressed or implied, regarding title, possession or encumbrances on **12/18/2009**. The defaults referred to in Paragraph III must be cured by **12/7/2009** (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 **12/7/2009** (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 **12/7/2009** (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>
BRIAN PHELPS, AN UNMARRIED MAN	61 NEWQUIST ROAD
	WASHOUGAL, WA 98671

by both first class and certified mail on **7/17/2009**, 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 who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

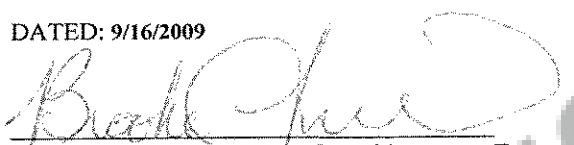
If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T.S. No.: WA-09-300283-SH

DATED: 9/16/2009


Quality Loan Service Corp. of Washington, as Trustee
By: Brooke Frank, Assistant Secretary

For Non-Sale, Payoff and Reinstatement info
Quality Loan Service Corp of Washington
2141 Fifth Avenue
San Diego, CA 92101
(866) 925-7490
Sale Line: 714-573-1965 or Login to:
www.priorityposting.com


For Service of Process on Trustee:
Quality Loan Service Corp., of Washington
19735 10th Avenue NE
Suite N-200
Poulsbo, WA 98370
(866) 925-7490

State of California)
County of San Diego)

On 9/16/2009 before me, A. Adams, a notary public, personally appeared **Brooke Frank**, 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 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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  (Seal)
A. Adams

