AFN #2010175014 Recorded 03/03/10 at 12:31 PM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

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

52FE 31641

File No.:

7763.26023

Grantors:

Northwest Trustee Services, Inc.

JPMorgan Chase Bank, National Association

Grantee:

Marlene L. Wait & Philip J. Wait Jr., wife & husband

Tax Parcel ID No.: 01-05-05-0-0-0605-00

Abbreviated Legal: #605 SECTION 5, TOWNSHIP 1, RANGE 5 SW 1/4

Notice of Trustee's Sale

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

1.

On June 4, 2010, 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:

PARCEL I

A portion of the West half of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of said Southwest quarter; thence North 00 degrees 46'52" East along the West line of said Southwest quarter 834.82 feet; thence South 89 degrees 13'08" East 297.00 feet to the True Point of Beginning; thence South 89 degrees 13'08" East 363.00 feet; thence South 00 degrees 46'52" West parallel with the West line of said Southwest quarter and 660.00 feet there from, 507.22 feet; to the North right of way line of the Belle Center County Road; thence following said right of way line South 53 degrees 00'07" West 48.12 feet; thence along the arc of a 1,111.00 foot radius curve to the right for an arc distance of 203.85 feet; thence South 69 degrees 30'53" West 150.18 feet to a point 297.00 feet from the West line of the Southwest quarter; thence leaving said right of way line, North 00 degrees 46'52" East parallel with said West line of the Southwest quarter 677.93 feet to the True Point of Beginning.

EXCEPT that portion conveyed to Skamania County by Instrument recorded February 27, 1970, In Book 61, page 534.

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PARCEL II:

That portion of the West half of the Southwest quarter of Section 5, Township North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

The East half of the following parcel:

BEGINNING at the Southwest corner of said Southwest quarter; thence North 00 degrees 48'52" East along the West line of said Southwest quarter of Section 5, a distance of 53.82 feet to the North right of way line of the Belle Center County Road and the True Point of Beginning; thence North 00 degrees 46'52" East along the West line of said Southwest quarter 781 feet; thence South 89 degrees 13'08" East 297 feet to the North right of said Belle Center County Road; thence along said right of way line South 69 degrees 30'53" West 181.04 feet; thence along the arc of 785 foot radius curve to the right for an arc distance of 133.80 feet to the True Point of Beginning.

EXCEPT that portion conveyed to Skamania County by instrument recorded February 27, 1970, in Book 61, page 534.

Commonly known as: 2222 Belle Center Road Washougal, WA 98671

which is subject to that certain Deed of Trust dated 06/08/01, recorded on 06/15/01, under Auditor's File No. Book: 211 Page: 171, records of Skamania County, Washington, from Philip J. Wait Jr. and Marlene L. Wait, husband and wife, as Grantor, to Clark County Title Co., a Washington corporation, as Trustee, to secure an obligation "Obligation" in favor of Washington Mutual Bank, a Washington corporation, as Beneficiary, the beneficial interest in which was assigned by to, under an Assignment/Successive Assignments recorded under Auditor's File No. .

*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.

11.

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 03/02/2010

Monthly Payments Late Charges Lender's Fees & Costs

\$11,477.16 \$399.44

\$233.18

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Total Arrearage	\$12,109.78	
Trustee's Expenses		
(Itemization)		
Trustee's Fee		\$607.50
Title Report		\$606.69
Statutory Mailings		_\$10.00
Recording Costs		\$14.00
Postings		\$70.00
Sale Costs		\$0.00
Total Costs	<u>\$1,308.19</u>	

Total Amount Due:

\$13,417.97

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$135,936.96, together with interest as provided in the note or other instrument evidencing the Obligation from 06/01/09, 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 June 4, 2010. 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 05/24/10 (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 05/24/10 (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 05/24/10 (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

Philip Wait 2222 Belle Center Road Washougal, WA 98671

Marlene Wait 2222 Belle Center Road Washougal, WA 98671 AFN #2010175014 Page: 4 of 5

by both first class and either certified mail, return receipt requested on 01/25/10, proof of which is in the possession of the Trustee; and on 01/26/10 Grantor and Borrower were personally served with said written notice of default <u>or</u> 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 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.

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: 02/26/2010

Northwest Trustee Services, Inc., Trustee

By Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Chris Ashcraft

(425) 586-1900

STATE OF WASHINGTON) ss. COUNTY OF KING)

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I certify that I know or have satisfactory evidence that help Ashera I 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: 3/2/10

ANGELA L. BEARDSLEY STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES

03-23-12

NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires 3.23

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: 7763.26023

Client: JPMorgan Chase Bank, National Association

Borrower: Wait, Philip J. and Marlene 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.