AFN #2010176323 Recorded 09/07/10 at 12:53 PM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

AFTER RECORDING RETURN TO: Bishop, White, Marshall & Weibel, P.S. 720 Olive Way, Suite 1301 Seattle, WA 98101 (206) 622-7527 Ref: Skill, D. Brent and Sonia F., 463.1019461

Reference Number(s) of Documents assigned or released: 2007168539

Grantor: Bishop, White, Marshall & Weibel, P.S.

Grantee: D. Brent Skill and Sonia F. Skill, husband and wife

Abbreviated Legal Description as Follows: SE 1/4 SEC 32 T2N R5E

Assessor's Property Tax Parcel/Account Number(s): 02-05-32-4-0-0200-00

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

527231897

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on December 10, 2010 at 10:00 am at the main entrance of the Skamania County Courthouse, 240 Vancouver Avenue, in the City of Stevenson located at Skamania County, State of Washington, sell at public auction to the highest 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 Skamania County, State of Washington, to-wit;

That portion of the East 291 feet of the North Half of the Southeast Quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, which lies Northerly of the channel of the Washougal River and Southerly of County Road No. 1106, (Washougal River Road)

which is subject to that certain Deed of Trust dated December 11, 2007, recorded December 19, 2007, under Auditor's File No. 2007168539 records of Skamania County, Washington, from D. Brent Skill and Sonia F. Skill, husband and wife, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., is a separate corporation that is acting solely as a nominee for First Horizon Home Loans, a Division of

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First Tennessee Bank, N.A., and its successors and assigns as beneficiary. Said deed of trust was assigned to First Horizon Home Loans, a division of First Tennessee Bank National Association under Auditor's File No. 2010176285. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 default on the obligation secured by the Deed of Trust.

Ш

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

i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from 3/1/2010** through 9/1/2010:

7 payment(s) at \$1678.75

Total:

\$11,751.25

Late Charges:

6 late charge(s) at \$83.94

for each monthly payment not made within 15 days of its due date

Total Late Charges Lender's Pro Rata MIP/PMI TOTAL DEFAULT \$503.64 \$45.00

<u>\$12,299.89</u>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$272,596.64, together with interest from February 1, 2010 as provided in the note or other instrument, and such other costs and fees as are due under the note or other instrument secured, and 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on December 10, 2010. The payments, late charges, or other defaults must be cured by November 29, 2010 (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 November 29, 2010 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are

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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 November 29, 2010 (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 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.

VΙ

A written notice of default was transmitted by the beneficiary or Trustee to the Borrower and Grantor at the following address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on July 19, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on July 19, 2010, 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 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 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 who are not tenants. After the 20<sup>th</sup> 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.

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NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustee's Sale, or the last Trustee's Sale under any deed of trust granted to secure the same debt; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

EFFECTIVE DATE: September 7, 2010

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.,

Successor Trustee

By:

William L. Bishop, Jr.

720 Olive Way, Suite 1301

Seattle, WA 98101 (206) 622-7527

State of Washington

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) ss.

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County of King

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On this 3th day of September, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White, Marshall & Weibel, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name:

Esther Lee

NOTARY PUBLIC in and for the State of

Washington at King Cowny My Appt. Exp: & 1011 AFN #2010176323 Page: 6 of 6

'Mailing List'

D. Brent Skill 11282 Washougal River Rd Washougal, WA 98671-7128

Sonia F. Skill 11282 Washougal River Rd Washougal, WA 98671-7128

