

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Jennifer Grant

1221 Second Avenue, Suite 500

Seattle, WA 98101

SEP 31983

MIN# 100047200002848959

Loan # 284895

Trustee # 40015.338/jeg

**NOTICE OF TRUSTEE'S SALE**

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

<b>Grantor(s):</b>	Hillis Clark Martin & Peterson P.S., Successor Trustee
<b>Beneficiary:</b>	Mortgage Electronic Registration Systems, Inc.
<b>Grantee(s):</b>	Kevin C. Caldwell
<b>Legal Description (abbreviated):</b>	LOT 50 OF THE WASHOUGAL RIVERSIDE
<b>Assessor's Tax Parcel Identification No(s):</b>	02053230200100
<b>Reference No. of Related Documents:</b>	2005158701

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **February 25, 1011**, at the hour of **11:00 a.m.**, at main entrance Skamania County Courthouse, 240 Vancouver Ave, Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skamania, State of Washington, to-wit:

LOT 50 OF THE WASHOUGAL RIVERSIDE TRACT, ACCORDING  
TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A'  
OF PLATS, PAGE 80, IN THE COUNTY OF SKAMANIA, STATE OF

WASHINGTON. EXCEPT THAT PORTION CONVEYED TO WILLIAM G. COFONE, ET UX, RECORDED SEPTEMBER 21, 1976 IN BOOK 71, PAGE 664, AUDITOR FILE NO. 82888, SKAMANIA COUNTY DEED RECORDS. EXCEPT THAT PORTION CONVEYED TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A CORPORATION, RECORDED MARCH 24, 1972, IN BOOK 63, PAGE 916, AUDITOR FILE NO. 74568, SKAMANIA COUNTY DEED RECORDS. EXCEPT THAT PORTION CONVEYED TO JOHN OYALA, ET UX, RECORDED JULY 11, 1973 IN BOOK 65, PAGE 478, AUDITOR FILE NO. 76334, SKAMANIA COUNTY DEED RECORDS. EXCEPT THAT PORTION CONVEYED TO JOHN OYALA, ET UX, RECORDED JUNE 24, 1983 IN BOOK 82, PAGE 421, AUDITOR FILE NO. 95963, SKAMANIA COUNTY DEED RECORDS;

the postal address of which is commonly known as:

112 Laural Lane South, Washougal, Washington 98671;

which property is subject to that certain Deed of Trust dated September 12, 2005, and recorded on September 14, 2005, under Auditor's File No. 2005158701, records of Skamania County, Washington, from Kevin C. Caldwell, a single man, as Grantor, to First American Title Insurance Company, a California corporation, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as Beneficiary, solely as nominee for HomeStreet Bank, as Lender, the beneficial interest in which was assigned by MERS to HomeStreet Bank, by Assignment of Deed of Trust recorded on October 13, 2010, under Auditor's File No. 2010176615, records of Skamania County, Washington.

Hillis Clark Martin & Peterson P.S. is now Trustee by reason of an Appointment of Successor Trustee recorded on October 20, 2010, under Auditor's/Recorder's No. 2010176659, records of Skamania County, Washington.

## 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.

## III.

The defaults for which this foreclosure is made are as follows:

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

Monthly payments of \$1,498.87, due on June 1, 2010, through November 1, 2010:	\$8,993.22
Late charges of \$59.95 each for monthly payments due on June 1, 2010, through November 1, 2010:	\$359.70
Advances by Beneficiary:	
Non-sufficient funds charge:	\$15.00
<b>TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:</b>	<b><u>\$9,367.92</u></b>

#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$182,679.81, together with interest as provided in the Note or other instrument secured from May 1, 2010, 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 **February**. The defaults referred to in paragraph III must be cured by February 14, 2010 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before February 14, 2010 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after February 14, 2010 (11 days before the sale) 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.

#### VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Kevin C. Caldwell  
112 Laural Ln. South  
Washougal, WA 98671

Jane Doe Caldwell  
112 Laural Ln. South  
Washougal, WA 98671

by both first class and certified mail on October 14, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on October 19, 2010, with said written Notice of Default or the written notice of default 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. To the best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

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 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 and the Helping Families Save Their Homes Act of 2009.

XI.

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

DATED this 19<sup>th</sup> day of November, 2010.

TRUSTEE:

HILLIS CLARK MARTIN & PETERSON P.S.

By

Julie B. Hamilton

1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

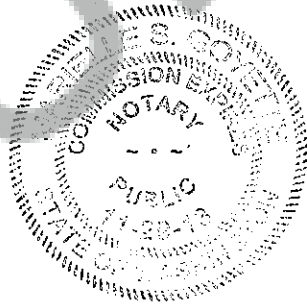
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this day personally appeared before me Julie B. Hamilton, to me known to be a representative of Hillis Clark Martin & Peterson P.S., the professional service 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 stated that she was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of November, 2010.



Marielle S. Goyette  
Name Marielle S. Goyette  
NOTARY PUBLIC in and for the State of  
Washington residing at Seattle.  
My appointment expires 11-29-13.