AFN #2011178911 Recorded 08/24/2011 at 10:47 AM DocType: NTS Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 4 Auditor Timothy O. Todd Skamania County, WA

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

File No.:

7261.27613

**Grantors:** 

Northwest Trustee Services, Inc.

Bank of America, National Association as successor by merger to LaSalle Bank

National Association, as Trustee for the C-BASS Trust 2006-CB9 C-BASS

Mortgage Loan Asset-Backed Certificates, Series 2006-CB9

Grantee:

Bryan Fickett and Margaret Fickett, husband and wife

Ref to DOT Auditor File No.: 2006162771 Tax Parcel ID No.: 02 06 34 00 0400 00 Abbreviated Legal: SEC 34, T2N, R6E

## Notice of Trustee's Sale

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

I. On November 28, 2011, 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 tract of land in the Northwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at a point of 717.5 feet West of the Southeast corner of the Northwest quarter of said Section 34, thence West 400 feet, thence North 495 feet; thence South 38 degrees 56' East 635 feet more or less to the point of beginning. Parcel II, Beginning at the quarter corner between Sections 33 and 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, thence South 88 degrees 31'22" East 1947.92 feet to an iron rod which is the true point of beginning, thence North 37 degrees 27'49" West 636.42 feet to an iron rod, thence South 35 degrees 54'38" East 623 feet to a point on the South line of the Northwest Quarter, thence South 88 degrees 31'22" East 21.71 feet to the true point of beginning. Parcel III, Beginning at the Quarter corner between Sections 33 and 34, Township 2 North, Range 6 East of the Willamette Meridian, thence South 88 degrees 31'22" East 1947.92 feet to an iron rod which is the true point of beginning, thence North 37 degrees 27'49" West 318.21 feet, thence North 90 degrees 00'00" East to the West bank of Duncan Creek thence Southeasterly along the meandering line of the West bank of Duncan Creek to the South line of the Northwest Quarter of Section 34, Township 2 North,

AFN #2011178911 Page: 2 of 4

Range 6 East of the Willamette Meridian, thence North 88 degrees 31'22" West 45.08 feet to the true point of beginning.

Commonly known as: 172 N

172 Neilson Road

Stevenson, WA 98648

which is subject to that certain Deed of Trust dated 08/17/06, recorded on 08/25/06, under Auditor's File No. 2006162771, records of Skamania County, Washington, from Bryan Fickett and Margaret Fickett, husband and wife, as Grantor, to Skamania Title Company, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for the C-BASS Trust 2006-CB9 C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-CB9, under an Assignment/Successive Assignments recorded under Auditor's File No. 2010175016.

\*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.

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 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 08/19/2011
Monthly Payments Late Charges Lender's Fees & Costs Total Arrearage	\$45,110.78 \$2,069.34 \$320.69
Trustee's Expenses (Itemization) Trustee's Fee Total Costs	\$472.50 \$472.50
Total Amount Due:	\$47,973.31

## Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$189,730.54, 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.

AFN #2011178911 Page: 3 of 4

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 November 28, 2011. 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 11/17/11 (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 11/17/11 (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 11/17/11 (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**

Bryan Fickett 172 Neilson Road Stevenson, WA 98648 Margaret Fickett 172 Neilson Road Stevenson, WA 98648

by both first class and either certified mail, return receipt requested on 02/03/10, proof of which is in the possession of the Trustee; and on 02/05/10 Grantor and Borrower were personally served with said written notice of default or 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 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

AFN #2011178911 Page: 4 of 4

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 www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

EFFECTIVE: 08/19/2011

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Winston Khan

(425) 586-1900

STATE OF WASHINGTON ) ss. COUNTY OF KING

I certify that I know or have satisfactory evidence that Winston Khan 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 it 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.

LEAH M. OCONNOR STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES

12-13-14

TARY PUBLIC in and for the State of

Washington, residing at

My commission expires

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:** 7261.27613

Client: Litton Loan Servicing LP

Borrower: Fickett, Bryan and Margaret

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.