AFN #2012179872 Recorded 01/19/2012 at 11:41 AM DocType: NTS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor Timothy O. Todd Skamania County, WA

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

Scote 32170

File No.:

7037.75215

Grantors:

Northwest Trustee Services, Inc.

JPMorgan Chase Bank, National Association

Grantee: Andrew H. Ref to DOT Auditor File N

Andrew H. Cherry and Angela Michelle Cherry, Husband & Wife

Ref to DOT Auditor File No.: 2008168849 **Tax Parcel ID No.:** 02-06-26-4-0-1200-00

Abbreviated Legal: Ptn of land in Sec 26, Township 2 N, Range 6 E of the WM, Skamania County,

State of Washington

Notice of Trustee's Sale

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

I.

On April 20, 2012, 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 located in Section 26, 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 967.27 feet North and 205.75 feet East of the Southwest Corner of the Southeast quarter of the Southeast quarter of said Section 26; thence North 70 degrees 40' East 200 feet to the initial point of the tract hereby described, said point being on the Northerly right of way line of the county road known and designated as Little Street; thence North 19 degrees 20' West 240 feet; thence North 70 degrees 40' East 100 feet; thence South 19 degrees 20' East 240 feet to the Northerly right of way line of said county road; thence South 70 degrees 40" West 100 feet to the initial point. Parcel II A tract of land located in Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, State of Washington, described as follows: Beginning at a point 967.27 feet North and 205.75 feet East of the Southwest Corner of the Southeast quarter of the Southeast quarter of said Section 26; thence North 70 degrees 40' East 100 feet, said point being on the Northerly right of way line of the county road known and designated as Little Street; thence North 19 degrees 20' West 240 feet to the initial point of the tract hereby described; thence North 19 degrees 20' West 133 feet, more or less, to intersection with the Southerly line of a tract conveyed to Carl Lund by deed recorded at Page 215 of Book 28 of Deeds, Records of Skamania County, Washington; thence North 69 degrees 30' East along the Southerly line of said Lund tract to the center of Little Creek; thence Southerly following the center of Little Creek to a point North 70 degrees 40' East from the initial point; thence South 70 degrees 40' East from the initial point.

Commonly known as: 62 Little Road

Stevenson, WA 98648

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which is subject to that certain Deed of Trust dated 01/24/08, recorded on 01/30/08, under Auditor's File No. 2008168849, records of Skamania County, Washington, from Andrew H. Cherry and Angela Michelle Cherry, Husband & Wife, as Grantor, to Skamania Title, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for First Horizon Home Loans, A Division of First Tennessee Bank N.A., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to JPMorgan Chase Bank, National Association, under an Assignment/Successive Assignments recorded under Auditor's File No. 2011179673.

*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:

	Α	mount due to reinstate by
		01/17/2012
Monthly Payments	A*	\$55,742.35
Lender's Fees & Costs		\$5,192.37
Total Arrearage	\$60,934.72	
Trustee's Expenses		
(Itemization)		
Trustee's Fee	~ / '	\$652.50
Title Report		\$876.33
Statutory Mailings		\$29.12
Recording Costs	7 7	\$30.00
Postings		\$70.00
Total Costs	<u>\$1,657.95</u>	4 1
/ .		T
Total Amount Due:		\$62,592.67

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$279,158.41, together with interest as provided in the note or other instrument evidencing the Obligation from 10/01/09, 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,

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encumbrances or condition of the Property on April 20, 2012. 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 04/09/12 (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 04/09/12 (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 04/09/12 (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

Angela Michelle Cherry 62 Little Road

Stevenson, WA 98648

Angela Michelle Cherry PO Box 499

Stevenson, WA 98648

Andrew H. Cherry 62 Little Road

Stevenson, WA 98648

Andrew H. Cherry PO Box 499

Stevenson, WA 98648

by both first class and either certified mail, return receipt requested on 03/01/11, proof of which is in the possession of the Trustee; and on 03/02/11 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 20^{th} day following the sale, as against the Grantor under the Deed of Trust (the

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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 <u>www.USA-Foreclosure.com</u>.

EFFECTIVE: 01/17/2012

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997

Contact: Becky Baker

(425) 586-1900

STATE OF WASHINGTON

) ss.

COUNTY OF KING

Rebecca A. Baker

I certify that I know or have satisfactory evidence that _______ 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.

Dated:

NOTAR Washing

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

NORTHWEST TRUSTEE SERVICES, LLC., 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: 7037.75215

Client: JPMorgan Chase Bank, N.A.

Borrower: Cherry, Andrew H. and Angela Michelle

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.