AFN #2012181275 Recorded 08/13/2012 at 01:59 PM DocType: NTS Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED MAIL TO:
Old Republic National Title Insurance Company
2201 6th Avenue, Suite 1110
Seattle, WA 98121
(866) 263-5802

Trustee Sale # 12-47054 Loan # 7600001164 Title # 120099663-WA-GNO APN: #: 02052900040200

## NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

١.

NOTICE IS HEREBY GIVEN that the undersigned, **Old Republic National Title Insurance Company**, **2201** 6<sup>th</sup> **Avenue**, **Suite 1110**, **Seattle**, **WA 98121**,Trustee will on **11/16/2012** at **10:00 AM** at **At the main entrance to the Superior Courthouse**, **240 Vancouver Avenue**, **Stevenson**, **Washington** sell at public auction to the highest and best 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 the County of **Skamania**, State of Washington, to-wit:

## SEE ATTACHED LEGAL DESCRIPTION

Commonly known as:
62 CONNIE LN
WASHOUGAL, Washington 98671

APN: 02052900040200

which is subject to that certain Deed of Trust dated 2/15/2007, recorded 2/22/2007, under Auditor's File No. 2007165087, in Book --, Page -- And Modified by Loan Modification Agreement recorded on 03/22/10 in Instrument # 2010175135 records of Skamania County, Washington, from KEVIN L RUGE AND AMY L RUGE HUSBAND AND WIFE, as Grantor(s), to SKAMANIA COUNTY TITLE, as Trustee, to secure an obligation in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, the beneficial interest in which was assigned to to Wells Fargo Bank, N.A., not in its individual capacity but solely as trustee for the RMAC Trust, Series 2010-6T, records of Skamania County, Washington.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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/Mortgage.

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

## **PAYMENT INFORMATION**

 FROM
 THRU
 NO.PMT
 AMOUNT
 TOTAL

 9/1/2011
 8/8/2012
 15
 \$1,789.82
 \$26,847.30

AFN #2012181275 Page: 2 of 5

LATE CHARGE INFORMATION

 FROM
 THRU
 NO. LATE CHARGES
 TOTAL

 9/1/2011
 8/8/2012
 15
 \$847.05

**ESTIMATED FORECLOSURE FEES AND COSTS** 

**DESCRIPTION TOTAL** Mailings \$54.27 NOD Service Fee \$50.00 Posting of Notice of Sale \$50.00 Publication of Notice of Sale \$2,000.00 Record Appointment of Successor Trustee \$16.00 **Record Notice of Sale** \$45.00 T.S.G. Fee \$1,287,58 Trustee's Fees \$675.00

**ADJUSTMENTS** 

<u>DESCRIPTION</u> <u>TOTAL</u>

Interest on Adjustments: \$0.00

PROMISSORY NOTE INFORMATION

 Note Dated:
 2/15/2007

 Note Amount:
 \$417,000.00

 Interest Paid To:
 8/1/2011

 Next Due Date:
 9/1/2011

**TOTAL DUE AS OF 8/8/2012** 

\$31,916.17

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$417,000.00, together with interest as provided in the Note from 9/1/2011, and such other costs and fees 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 11/16/2012. The defaults referred to in Paragraph III must be cured by 11/5/2012, (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 11/5/2012 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashiers or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 11/5/2012 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the or the Grantor's successor interest or the holder of any recorded junior lien or encumbrance by paying the 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.

AFN #2012181275 Page: 3 of 5

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME **ADDRESS** KEVIN L RUGE LOT 2 CONNIE LN WASHOUGAL, WA 98671 AMY L RUGE **LOT 2 CONNIE LN** WASHOUGAL, WA 98671 KEVIN L RUGE **62 CONNIE LN** WASHOUGAL, WA. 98671 AMY L RUGE **62 CONNIE LN** WASHOUGAL, WA. 98671 Occupants/Tenants **62 CONNIE LN** WASHOUGAL, Washington 98671 **KEVIN RUGE** 6307 NW MCKINLEY DR VANCOUVER, WA 98665 AMY RUGE 6307 NW MCKINLEY DR

by both first class and certified mail on 4/16/2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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.

VANCOUVER, WA 98665

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.

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.

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.

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.

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

AFN #2012181275 Page: 4 of 5

Dated: 8/8/2012

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, as Successor Trustee

Cynthia Van Patten, Assistant Secretary

For additional information or service you may contact:

Old Republic National Title Insurance Company 2201 6<sup>th</sup> Avenue, Ste 1110 Seattle, WA 98121

(866) 263-5802

Automated Sales line (714) 573-1965 or visit: www.priorityposting.com

State of California) ss. County of Orange)

On 8/8/2012, before me, Florentino Aguilar, a Notary Public in and for said County and State, personally appeared Cynthia Van Patten personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Netary Public for Said County and State

FLORENTINO AGUILAR Commission # 1957327 Notary Public - California **Orange County** Comm. Expires Oct 21, 2015 AFN #2012181275 Page: 5 of 5

## **Exhibit A**

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South 01°21'56" West along the West line of said Northwest quarter of Section 29, a distance of 1299.51 feet;

THENCE North 89°49'38" East 915.71 feet;

THENCE North 01°10'05" West 334.26 feet to the True Point of Beginning;

THENCE North 89°30'14" East 719.46 feet;

THENCE North 70°55'20" East 1064.99 feet to the East line of said Northwest quarter of Section 29;

THENCE North 01°15'49" East along said East line 548.23 feet to the North line of said Northwest quarter of Section 29;

THENCE North 88°41'28" West along said Northline 1757.69 feet to a point which bears North 01°10'05" West from the True Point of Beginning.

THENCE South 01°10'05" East 942.76 feet to the True Point of Beginning.

EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 electric power transmission lines as recorded in Book 27 of Deeds, page 319, of Skamania County, Washington.