

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
135 Main Street, Suite 1900  
San Francisco, CA 94105

TS No: 12-00182-17  
Loan No: 707342150  
APN: 03081720015400

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

I. NOTICE IS HEREBY GIVEN that on **April 26, 2013, 10:00 AM, at the main entrance to the Skamania County Courthouse, 240 Vancouver Ave., Stevenson, WA**, Fidelity National Title Insurance Company, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' 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:

LOT 5 OF MOSER ACRES PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 54, RECORDS OF SKAMANIA COUNTY, WASHINGTON; APN# 03081720015400

which is subject to that certain Deed of Trust dated September 20, 2004, recorded on September 28, 2004, as Instrument No. 2004154611 of Official Records in the Office of the County Recorder of Skamania County, WA from CHRIS L. MOSER AND ANGELA S. MOSER, HUSBAND AND WIFE as the original Grantor(s), to SKAMANI COUNTY TITLE, as the original Trustee, to secure an obligation in favor of NEW CENTURY MORTGAGE CORPORATION, as the original Beneficiary. The current Beneficiary is: DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee under POOLING AND SERVICING AGREEMENT Dated as of January 1, 2005 MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE1, (the "Beneficiary").

More commonly known as 62 TRAVIS ROAD, CARSON, WA

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 Borrowers' or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

III. The default(s) for which this foreclosure is made is/are as follows: failed to pay payments which became due; together with late charges due; together with other fees and expenses incurred by the Beneficiary; . The total amount of payments due is: \$7,152.16; the total amount of late charges due is \$89.85; the total amount of advances made is/are \$2,124.67.

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$121,465.92, together with interest as provided in the note or other instrument secured from April 1, 2012, 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 April 26, 2013. The defaults referred to in

Paragraph III must be cured by April 15, 2013, (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 April 15, 2013 (11 days before the sale) the default(s) as set forth in Paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after April 15, 2013 (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.

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

62 TRAVIS ROAD  
CARSON, WA 98610

by both first class and certified mail on September 14, 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.

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.

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.

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 the Unlawful Detainer Act, 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 NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.**

You have only 20 DAYS from the recording date on this notice to pursue mediation.

**DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

**SEEKING ASSISTANCE**

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by:

The Housing Finance Commission:

Telephone: 1-877-894-HOME (4663);

Website: [www.dfi.wa.gov/consumers/homeownership/foreclosure\\_help.htm](http://www.dfi.wa.gov/consumers/homeownership/foreclosure_help.htm)

The United States Department of Housing and Urban Development

Telephone: 888-995-HOPE (4673)

Website: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?webListAction=search&searchstate=WA>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys.

Telephone: 1-800-606-4819

Website: [www.ocla.wa.gov/](http://www.ocla.wa.gov/)

**SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.lpsasap.com](http://www.lpsasap.com)  
AUTOMATED SALES INFORMATION PLEASE CALL 714.730.2727**


DATED: December 10, 2012

**FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee**

**135 Main Street, Suite 1900**

**San Francisco, CA 94105**

**Phone No: 415-247-2450**

  
Agnes Lombos, Authorized Signature

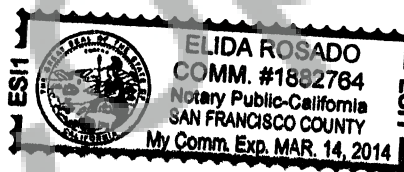
STATE OF CALIFORNIA     }  
COUNTY OF San Francisco    }

On December 10, 2012, before me, Elida Rosado Notary Public, personally appeared Agnes Lombos who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Elida Rosado #1882764  
My Commission Expires March 14, 2014



Re: TS#: 12-00182-17

## **RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE**

**The foreclosure process has begun on this property, which may affect your right to continue to live in this property.**

**Between Ninety (90) and One Hundred and Twenty (120) days or more after the date of this notice, this property may be sold at foreclosure.**

**If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property.**

**You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.**