AFN #2013001796 Recorded 08/13/2013 at 04:47 PM DocType: NTS Filed by: COLUMBIA GORGE TITLE Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

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

File No.:

7037,17225

**Grantors:** 

Northwest Trustee Services, Inc.

JPMorgan Chase Bank, National Association, successor by merger to Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage

Corporation

Grantee:

Donald N. McCaskell and Jena Y. McCaskell, husband and wife

Ref to DOT Auditor File No.: Book 176 Page 848

Tax Parcel ID No.: 03-08-21-3-0-2400-00

Abbreviated Legal: SW 1-4, SEC 21, T 3N, R 8E

#### Notice of Trustee's Sale

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

# THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME

You have only 20 DAYS from the recording date of 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: Toll-free: 1-877-894-HOME (1-877-894-4663). Web site:

http://www.dfi.wa.gov/consumers/homeownership/post\_purchase\_counselors\_foreclosure.ht

The United States Department of Housing and Urban Development Telephone: Toll-free: 1-800-569-4287. Web site:

http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=W A&filterSvc=dfc

AFN #2013001796 Page: 2 of 5

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys Telephone: Toll-free: 1-800-606-4819. Web site: <a href="http://nwjustice.org/what-clear">http://nwjustice.org/what-clear</a>.

I.

On **December 13, 2013**, at 10:00 AM. 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:

That portion of the Southwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian being more particularly described as follows: Beginning at the Southwest corner of said Section 21; thence North along the West line of said Section 21 a distance of 224 feet; thence East 170 feet; thence South 224 feet, more or less, to intersection with the South line of said Section 21; thence West following said South line 170 feet, more or less, to the point of beginning. Excepting therefrom those portions conveyed to Skamania County Washington by deed recorded March 8, 1962 in Book 49 of Deeds, Page 419, Auditor's File No. 59601 (being the West 20 feet thereof, and excepting therefrom a strip for right of way along the South line of said Section 21, measuring 30 feet in width at the West end and running Easterly for a distance of 338.53 feet to a width of 32.26 feet at the East end.

Commonly known as: 52 METZGER ROAD CARSON, WA 98610

which is subject to that certain Deed of Trust dated 05/05/98, recorded on 05/12/98, under Auditor's File No. Book 176 Page 848, records of Skamania County, Washington, from Donald N. McCaskell and Jena Y. McCaskell, husband and wife, as Grantor, to Skamania County Title Company, as Trustee, to secure an obligation "Obligation" in favor of Greater Clark County Mortgage, Inc. a Washington corporation, as Beneficiary, the beneficial interest in which was assigned by Evergreen Moneysource Mortgage Company to Chase Manhattan Mortgage Corporation, under an Assignment/Successive Assignments recorded under Auditor's File No. Book 178, Page 371.

\*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 secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

AFN #2013001796 Page: 3 of 5

## Amount due to reinstate as of 07/29/2013

Monthly Payments		\$51,460.78
Lender's Fees & Costs		(\$163.58)
Total Arrearage	\$51,297.20	
Trustee's Expenses		
(Itemization)		
Trustee's Fee		\$472.50
Statutory Mailings		\$22.00
Postings		\$70.00
Total Costs	<u>\$564.50</u>	
Total Amount Due:		\$51,861.70

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$100,076.85, 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.

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, encumbrances or condition of the Property on December 13, 2013. 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 12/02/13 (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 12/02/13 (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 12/02/13 (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, 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):

AFN #2013001796 Page: 4 of 5

## **NAME AND ADDRESS**

DONALD N. MCCASKELL AKA DONALD NORMAN MCCASKELL 52 METZGER RD CARSON, WA 98610

JENA Y. MCCASKELL 52 METZGER RD CARSON, WA 98610 DONALD N. MCCASKELL AKA DONALD NORMAN MCCASKELL PO BOX 754 CARSON, WA 98610-0754

JENA Y. MCCASKELL PO BOX 754 CARSON, WA 98610-0754

by both first class and certified mail, return receipt requested on 06/26/13, proof of which is in the possession of the Trustee; and on 06/27/13 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 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 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 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.

AFN #2013001796 Page: 5 of 5

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: 07/29/2013

Date Executed: Au Northwest Trustee Services, Inc., Trustee

B<sub>V</sub>( **Authorized Signature** 

P.O. BOX 997

Bellevue, WA 98009-0997

**Contact: Heather L. Smith** 

(425) 586-1900

STATE OF WASHINGTON

) ss.

**COUNTY OF KING** 

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:

MELINDA KAY MILLER STATE OF WASHINGTON **NOTARY PUBLIC** MY COMMISSION EXPIRES

03-22-15

NOTARY PUBLIC in and for the State of

Washington, residing at 130

My commission expires 3/

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:** 7037.17225

Client: JPMorgan Chase Bank, N.A.

**Borrower:** MCCASKELL, DONALD N. and JENA Y.

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.