

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

File No.: 7303.24942  
Grantors: Northwest Trustee Services, Inc.  
Nationstar Mortgage LLC  
Grantee: John W. Cummins and Elizabeth S. Cummins, Husband and Wife  
Ref to DOT Auditor File No.: 2008170042  
Tax Parcel ID No.: 03-07-36-1-0-2100-00  
Abbreviated Legal: PTN. SEC. 36 T3N, R7E, W.M., SKAMANIA CO., WA

**Notice of Trustee's Sale**  
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **April 18, 2014**, 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:

A tract of land in Government Lot 1 of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being described as follows: Beginning at a point 25.65 rods West of the Southeast corner of Government Lot 1 of the said Section 36; thence along the South line of the said Government Lot 1 West 25.65 rods to intersection with the East line of the Lillegard Tract, said point being the initial point of the tract hereby described; thence North along the East line of said Lillegard Tract 150 feet; thence East 200 feet; thence South 150 feet to intersection with the South line of said Government Lot 1; thence West along said South line 200 feet to the initial point; Except that portion thereof lying within Frank Johns Road.

Commonly known as: 502 Frank Johns Road  
Stevenson, WA 98648

which is subject to that certain Deed of Trust dated 05/21/08, recorded on 05/29/08, under Auditor's File No. 2008170042, records of SKAMANIA County, Washington, from John W Cummins, and Elizabeth S Cummins, Husband and Wife, as Grantor, to LS Title Of Washington, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Countrywide Bank, FSB it's successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Bank Of America, N.A., successor by merger to BAC Home Loans Servicing, LP. Fka CountrywideHome Loans Servicing, LP to Nationstar Mortgage LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 2013001428.

\*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:

Amount due to reinstate as of 01/16/2014		
Monthly Payments		\$72,516.90
Lender's Fees & Costs		\$49.03
Total Arrearage	\$72,565.93	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$506.25
Title Report		\$765.75
Statutory Mailings		\$21.08
Recording Costs		\$14.00
Postings		\$80.00
Total Costs	<u>\$1,387.08</u>	
Total Amount Due:		\$73,953.01

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$211,473.53, together with interest as provided in the note or other instrument evidencing the Obligation from 12/01/09, 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 April 18, 2014. 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 04/07/14 (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 04/07/14 (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 Trustees fees and costs are paid. The sale may be terminated any time after 04/07/14 (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):

NAME AND ADDRESS

John W. Cummins aka John Cummins  
502 Frank Johns Road  
Stevenson, WA 98648

John W. Cummins aka John Cummins  
PO Box 1152  
Stevenson, WA 98648

Elizabeth S. Cummins aka Elizabeth Cummins  
502 Frank Johns Road  
Stevenson, WA 98648

Elizabeth S. Cummins aka Elizabeth Cummins  
PO Box 1152  
Stevenson, WA 98648

by both first class and certified mail, return receipt requested on 12/03/13, proof of which is in the possession of the Trustee; and on 12/04/13 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.

The trustee's rules of auction may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.northwesttrustee.com](http://www.northwesttrustee.com) and [www.USA-Foreclosure.com](http://www.USA-Foreclosure.com).

EFFECTIVE: 01/16/2014

Date Executed: January 16 2014  
Northwest Trustee Services, Inc., Trustee

By [Signature]  
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 KEN PATNER 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: 1/16/14

MELINDA KAY MILLER  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
03-22-15

Melinda Kay Miller  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bothell  
My commission expires 3/22/15

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: 7303.24942  
Borrower: CUMMINS, JOHN and ELIZABETH

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.