AFN # 2015001924 Filed in Skamania County, WA



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AFN # 2015001924 Recorded 09/15/2015 at 03:15PM DocType: NTS Filed by: SERVICELINK TITLE AGENCY INC. Page: 1 of 6 Auditor Robert J. Waymire Skamania County, WA

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Trustee Corps 1700 Seventh Avenue, Suite 2100 Seattle WA 98101

TS No WA08000366-15-1

APN 03072540010500

TO No 150116772-WA-MSO

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

I. NOTICE IS HEREBY GIVEN that on January 22, 2016, 10:00 AM, at main entrance Skamania County Courthouse, 240 Vancouver Ave, Stevenson, WA, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will 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:

Abbreviated Legal: The abbreviated legal is The sw1/4 of section 25 township 3 north range 7 east

AS MORE FULLY DESCRIBED IN ATTACHED EXHIBIT "A"

APN: 03072540010500

More commonly known as 102 BRIDGEVIEW RD, STEVENSON, WA 98648

which is subject to that certain Deed of Trust dated as of February 21, 2002, executed by LANG COLE CLARK, A MARRIED MAN as Trustor(s), to secure obligations in favor of HOUSEHOLD REALTY CORPORATION as original Beneficiary recorded February 26, 2002 as Instrument No. 143855 in Book 220, on Page 975 and the beneficial interest was assigned to U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust and recorded August 11, 2014 as Instrument Number 2014001295 of official records in the Office of the Recorder of Skamania County, Washington.

II. No action-commenced by U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust, the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary: U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust

Contact Phone No: 800-401-6587

Address:

13801 Wireless Way, Oklahoma City, OK 73134

III. The default(s) for which this foreclosure is made is/are as follows: FAILURE TO PAY WHEN DUE THE FOLLOWING AMOUNTS WHICH ARE NOW IN ARREARS:

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DELINQUENT PAYMENT INFORMATION

Number of From To **Payments Monthly Payment** Total October 26, 2011 September 14, 2015 47 \$1,067.03 \$50,150.41

PROMISSORY NOTE INFORMATION

Note Dated: Note Amount: February 21, 2002

\$174,225.41

Interest Paid To:

September 26, 2011

Next Due Date:

October 26, 2011

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$154,945.56. together with interest as provided in the Note or other instrument secured, and such other costs and fees as are due under the Note or other instrument secured, and 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 January 22, 2016. The defaults referred to in Paragraph III must be cured by January 11, 2016, (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 January 11, 2016 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' 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 January 11, 2016 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, 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 current Beneficiary, U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS

UNKNOWN SPOUSE OF LANG COLE CLARK 102 BRIDGEVIEW RD, STEVENSON, WA 98648

UNKNOWN SPOUSE OF LANG COLE CLARK 101640 OVERSEAS HIGHWAY, KEY LARGO, FL 33037

UNKNOWN SPOUSE OF LANG COLE CLARK 1926 ACACIA DR, KISSIMMEE, FL 34758

UNKNOWN SPOUSE OF LANG COLE CLARK 36922 SOUTHEAST SUNSET VIEW RD, WASHOUGAL, WA 98671

LANG COLE CLARK 102 BRIDGEVIEW RD, STEVENSON, WA 98648

LANG COLE CLARK 101640 OVERSEAS HIGHWAY, KEY LARGO, FL 33037

LANG COLE CLARK 1926 ACACIA DR, KISSIMMEE, FL 34758

LANG COLE CLARK

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36922 SOUTHEAST SUNSET VIEW RD, WASHOUGAL, WA 98671

by both first class and certified mail on June 24, 2015, 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 Trustees' Sale.

X. If the Borrower received a letter under RCW 61.24.031:

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 might 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: (877) 894-4663 or (800) 606-4819 Website: www.wshfc.org

The United States Department of Housing and Urban Development: Telephone: (800) 569-4287 Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (800) 606-4819 Website: www.homeownership.wa.gov

NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th 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 20th 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;

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MTC Financial Inc. dba Trustee Corps, as Duly Appointed

Sugcessor Trustee

uthorized Signatory

MTC Financial Inc. aba Trustee Corps 1700 Seventh Avenue, Suite 2100 Seattle WA 98101

Phone: (800) 409-7530 TDD: (800) 833-6388

For Reinstatement/Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps

TRUSTEE'S SALE INFORMATION CAN BE OBTAINED ONLINE AT www.insourcelogic.com

STATE OF WASHINGTON **COUNTY OF KING**

I certify that I know or have satisfactory evidence that <u>JESSICA CIMARUSTI</u> is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Authorized Signatory for MTC Financial Inc. DBA Trustee Corps to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public in and for the State of Washington

Residing at King County

My Commission expires 09/23/

MIRANDA HINGSTON STATE OF WASHINGTON **NOTARY PUBLIC**

MY COMMISSION EXPIRES

04-10-18

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

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EXHIBIT "A"

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 00° 51' 19" EAST 282.88 FEET AND NORTH 89° 08' 41" WEST 30 FEET FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN AS MEASURED ALONG THE EAST LINE OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 EAST AND AT A RIGHT ANGLE TO SAID LINE; THENCE NORTH 00° 05' 19" EAST PARALLEL TO SAID EAST LINE 95.30 FEET; THENCE NORTH 41° 05' 12" WEST 26.39 FEET; THENCE NORTH 30° 56' 06" WEST 24.68; THENCE NORTH 38° 25` 04" WEST 25.91 FEET: THENCE 45° 45` 04" WEST 46.39 FEET, THENCE NORTH 49° 45` 26" WEST 56.35 FEET, THENCE NORTH 58° 52' 41" WEST 45.26 FEET, THENCE NORTH 63° 50' 39" WEST 49.85 FEET, THENCE NORTH 65° 26' 34" WEST 32.53 FEET, THENCE NORTH 65° 19' 19" WEST 59.88 FEET: THENCE NORTH 70° 53' 04" WEST 40.23; THENCE NORTH 76° 53' 45" WEST 36.86 FEET; THENCE NORTH 83° 12' 34" WEST 40.95 FEET; THENCE NORTH 87° 46' 29" WEST 26.03 FEET; THENCE SOUTH 86° 11' 00" WEST 22.60 FEET; THENCE SOUTH 61° 24' 37" WEST 23.87 FEET; THENCE SOUTH 38° 58' 49" WEST 37.77 FEET; THENCE SOUTH 31° 34' 39" WEST 40.35 FEET; THENCE SOUTH 28° 20' 52" WEST 47.43 FEET: THENCE SOUTH 30° 10' 57" WEST 44.97 FEET TO THE CENTER LINE OF BAKER ROAD: THENCE SOUTH 61° 09' 56" EAST 362.47 FEET TO THE CENTER OF THE CUL-DE-SAC AT THE END OF BAKER ROAD, THENCE SOUTH 88° 55[03" EAST 245.04 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION LYING WITHIN ROAD. ALSO EXCEPT THAT PORTION CONVEYED TO FRANKLIN DOUGLAS ET UX RECORDED IN BOOK 66, PAGE 115. ALSO EXCEPT THE PORTION OF LOT 1 OF THE YEAGER HAVEN RECORDED PLOT IN BOOK A OF PLATS, PAGE 134.



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Re: TS#: WA08000366-15-1

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.

One hundred and twenty 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.

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