Skamania County, WA Total:\$111.50 NTS

2021-001766

05/19/2021 12:55 PM

Request of: THE MORTGAGE LAW FIRM, PLLC

00008758202100017660090092

AND WHEN RECORDED MAIL TO:

The Mortgage Law Firm, PLLC 1212 N. Washington St., Ste. 308 Spokane, WA 99201 PH: 509-866-5375

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. # 154011

NOTICE OF TRUSTEE'S SALE

Grantor: Bruce A. Scherling as his separate estate and Bonita D. Green
Current beneficiary of the deed of trust: AJAX Mortgage Loan Trust 2018-F, Mortgage-Backed
Securities, Series 2018-F, by U.S. Bank National Association, As Indenture Trustee
Current trustee of the deed of trust: Jason L. Cotton, Attorney, and Eric Marshack, Attorney,
The Mortgage Law Firm, PLLC

Current mortgage servicer of the deed of trust: Gregory Funding, LLC

Reference number of the deed of trust: 2008168825

Parcel number(s): 03072540020600 (5.35)

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 1st day of October, 2021, at the hour of 10:00 AM on the steps in front of the Main Entrance to the Skamania County Courthouse, 240 NW Vancouver Avenue, City of Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

LOT 2 OF BRIDGE VIEW HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 113, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

The postal address of which is more commonly known as: 211 SanJen Loop Road, Stevenson, WA 98648.

which is subject to that certain Deed of Trust dated January 23, 2008, recorded January 28, 2008, under Auditor's File No. 2008168825, records of Skamania County, Washington, from which Bruce A. Scherling as his separate estate, as Grantor, Commonwealth Land Title Insurance Company, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. as nominee for IndyMac Bank, F.S.B., a federally chartered savings bank, as Beneficiary, the beneficial interest in which was assigned, under an Assignment recorded February 25, 2019, as Instrument No. 2019000271 of official records in the Office of the Recorder of Skamania County, Washington.

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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

Ш.

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

The current Beneficiary, AJAX Mortgage Loan Trust 2018-F, Mortgage-Backed Securities, Series 2018-F, by U.S. Bank National Association, As Indenture Trustee alleges that you are in default for the following reason(s):

FAILURE TO PAY THE MONTHLY PAYMENT DUE OF PRINCIPAL AND INTEREST AND SUBSEQUENT INSTALLMENTS DUE THEREAFTER; PLUS LATE CHARGES; TOGETHER WITH ALL SUBSEQUENT SUMS ADVANCED BY BENEFICIARY PURSUANT TO THE TERMS AND CONDITIONS OF SAID DEED OF TRUST.

Failure to pay when due the following amounts which are now in arrears:

PAYOFF:

Principal Balance: \$356,345.70

TOTAL PAYOFF GOOD THROUGH DECEMBER 19, 2020

\$356,345.70

REINSTATEMENT:

Unpaid Installments: \$48,652.20

TOTAL REINSTATEMENT GOOD THROUGH DECEMBER 19, 2020

\$48,652.00

IV.

In addition to the amount in arrears specified above, you are or may be obligated to pay the following charges, costs and fees to pay off or reinstate the Deed of Trust:

OTHER PAYOFF CHARGES:

Including Interest, Trustee Fees, Recording Fees, Mailing Fees, and Attorney's Fees and Costs:

\$49,034.91

TOTAL PAYOFF FEES AND COSTS GOOD THROUGH DEEMBER 19, 2020

\$49,034.91

OTHER REINSTATEMENT CHARGES:

Including Trustee Fees, Recording Fees, Mailing Fees, and Attorney's Fees and Costs:

\$8,55736

TOTAL REINSTATEMENT FEES AND COSTS GOOD THROUGH DECEMBER 19, 2020 \$8,557.36

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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 1st day of October, 2021. The default(s) referred to in paragraph III must be cured by the 20th day of September, 2021 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 20th day of September, 2021, (11 days before the sale date), 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 the 20th day of September, 2021(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 addresses:

CURRENT OCCUPANT 211 SANJEN LOOP ROAD STEVENSON, WA 98648

ALL UNKNOWN PERSONS, PARTIES, OR OCCUPANTS 211 SANJEN LOOP ROAD STEVENSON, WA 98648

BRUCE A SCHERLING 211 SANJEN LOOP ROAD STEVENSON, WA 98648 BONITA D. GREEN 211 SANJEN LOOP ROAD STEVENSON, WA 98648

BRUCE A SCHERLING & BONITA D. GREEN 211 SANJEN LOOP ROAD STEVENSON, WA 98648 BRUCE A SCHERLING 610 NE 123rd AVE VANCOUVER, WA 98684 U. S. DEPARTMENT OF JUSTICE U. S. ATTORNEY'S OFFICE DISTRICT OF IDAHO 800 PARK BLVD., SUITE 600 BOISE, ID 83712

by both first-class and certified mail on the 14th day of October, 2020, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 14th day of October, 2020, 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 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 <u>61.24.130</u>. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

ERIC MARSHACK, ATTORNEY
THE MORTGAGE LAW FIRM, PLLC
1212 N. Washington St., Ste. 308
Spokane, WA 99201
Phone: (509)-866-5375

COMPLIANCE WITH RCW 61.24.031, RCW 61.24.040 AND RCW 61.24.163, IF APPLICABLE:

For owner-occupied residential real property, before the Notice of Trustee's Sale is recorded, transmitted, or served, the beneficiary has complied with RCW 61.24.031, RCW 61,24.040, and, if applicable, RCW 61.24.163.

Dated: 5-12-20X/

The Mortgage Law Firm, PLLC

MY COMMISSION EXPIRES JUNE 18, 2022

1212 N. Washington, Suite 308 Spokane, WA 99201 (509)-866-5375

By: Eric Marshack

Title: Duly Appointed Successor Trustee

STATE OF Oregon) ss. County of Clackamas)
On May 12, 2021, before me, Juliet Tomasi, Notary Public, Personally appeared, Eric Marshack 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 that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Muliek a Momasi
OFFICIAL STAMP JULIET ANNE TOMASI NOTARY PUBLIC - OREGON COMMISSION NO. 976087

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: 1-877-894-4663

Website: https://dfi.wa.gov/homeownership/mortgage-assistance-programs

The United States Department of Housing and Urban Development

Telephone: 1-800-225-5342

Website: https://www.hud.gov/program offices/housing/sfh/fharesourcectr

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

Telephone: 1-800-606-4819

Website: https://nwiustice.org/get-legal-help

NOTICE OF FORECLOSURE

Pursuant to the Revised Code of Washington, Chapter <u>61.24</u> RCW

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to AJAX Mortgage Loan Trust 2018-F, Mortgage-Backed Securities, Series 2018-F, by U.S. Bank National Association, As Indenture Trusteethe Beneficiary of your Deed of Trust and holder of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on the 1st day of October, 2021.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorneys' fees as set forth below by the

20th day of September, 2021 [11 days before the sale date]. To date, these arrears and costs are as follows:

PAYOFF:

Principal Balance: \$356,345.70

TOTAL PAYOFF GOOD THROUGH DECEMBER 19, 2020

\$356,345.70

OTHER PAYOFF CHARGES:

Interest: \$36,881.78

Trustee Fees, Recording Fees, Mailing Fees, and Attorney's

Fees and Costs: \$12,153.13

TOTAL PAYOFF FEES AND COSTS
GOOD THROUGH DECEMBER 19, 2020 \$49,034.91

REINSTATEMENT:

Unpaid Installments: \$48,652.20

TOTAL REINSTATEMENT GOOD THROUGH DECEMBER 19, 2020

\$48,652.20

OTHER REINSTATEMENT CHARGES:

Including Trustee Fees, Recording Fees, Mailing Fees, and Attorney's Fees and Costs:

\$8,557.36

TOTAL REINSTATEMENT FEES AND
COSTS GOOD THROUGH DECEMBER 19, 2020 \$8,557.36

To pay off the entire obligation secured by your Deed of Trust as of the 19th day of December, 2020, you must pay a total of \$356,345.70 in principal, \$36,881.78 in interest, plus other costs and advances, estimated to date in the amount of \$12,153.13. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of the payoff date.

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve

payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

The current Beneficiary, AJAX Mortgage Loan Trust 2018-F, Mortgage-Backed Securities, Series 2018-F, by U.S. Bank National Association, As Indenture Trustee alleges that you are in default for the following reason(s):

FAILURE TO PAY THE MONTHLY PAYMENT DUE OF PRINCIPAL AND INTEREST AND SUBSEQUENT INSTALLMENTS DUE THEREAFTER; PLUS LATE CHARGES; TOGETHER WITH ALL SUBSEQUENT SUMS ADVANCED BY BENEFICIARY PURSUANT TO THE TERMS AND CONDITIONS OF SAID DEED OF TRUST.

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 20th day of September, 2021 [11 days before the sale date], by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be made to:

ERIC MARSHACK, ATTORNEY THE MORTGAGE LAW FIRM, PLLC 1212 N. Washington St., Ste. 308 Spokane, WA 99201 Phone: (509)-866-5375

AFTER THE 20TH DAY OF SEPTEMBER, 2021, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance, plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact

the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days' notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at:

ERIC MARSHACK, ATTORNEY THE MORTGAGE LAW FIRM, PLLC 1212 N. Washington St., Ste. 308 Spokane, WA 99201 Phone: (509)-866-5375

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property;

Eric Marshack may be considered a debt collector attempting to collect a debt. Any information obtained may be used for that purpose.

X. 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 chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.