## RECORDING REQUESTED BY

# AND SHEN LECTINDS DAVISION"

Specialized, Inc. of Washington c/o Mark Hodges & Associates, P.S. 2375 130th Avenue NE

Suite 102

Bellevue, WA 98005

6510177

CHICAGO TITLE ICG38017

Loan No.: 0406044596 APN: 3921-000-005-0013

Insurer #

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS #: 06-W3051WA

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Specialized Inc. of Washington, will on the 6/16/2006, at 10:00 AM at The main entrance to the Superior Courthouse 205 W. Kincaid St., Mt. Vernon, WA

, will 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 Skagit, State of Washington, to-wit:

TRACT 5, GREEN ACRES ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON

Commonly known as:

17697 GREEN ACRES ROAD MOUNT VERNON, WASHINGTON 98273

which is subject to that certain Deed of Trust dated 6/17/2004, recorded 6/22/2004, under Auditor's File No. 200406220079 Book page, records of Skagit County, Washington, from JIMMIE RIGGAN AND BRENDA RIGGAN HUSBAND AND WIFE, as Grantor(s), to ISLAND TITLE, as Trustee, to secure an obligation in favor of HOME FUNDS DIRECT/MORTGAGE ELECTRONIC REGISTRATION SYSTEMS. INC., MERS, as Beneficiary.

- No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust/Mortgage.
- 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:

LATE CHARGE INFORMATION

FROM 11/1/2005 THRU 3/17/2006 NO. PMT

LATE CHARGE

\$363.65

#### PROMISSORY NOTE INFORMATION

Note Dated:

6/17/2004

Note Amount:

\$175,500.00

Late Charge Amount: Note Maturity Date: 72.73 7/1/2034

Interest Paid To:

10/1/2005

Next Due Date:

11/1/2005

## PAYMENT INFORMATION

FROM 11/1/2005

THRU 3/17/06 NO.PMT

RATE

INTEREST \$5,924,38 **AMOUNT** \$1.512.70

TOTAL \$7,563,50

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$173,408.27, together with interest as provided in the Note from the 11/1/2005, 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 6/16/2006. The defaults referred to in Paragraph III must be cured by 6/5/2006, (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 6/5/2006 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after the 6/5/2006 (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest 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 Beneficiary or Trustee to the Grantor or the Grantor's successor-in-interest at the following address(es):

NAME

JIMMIE RIGGAN AND BRENDA RIGGAN

HUSBAND AND WIFE

**ADDRESS** 

17697 GREEN ACRES ROAD

MOUNT VERNON, WASHINGTON 98273

by both first class and certified mail on 2/9/2006, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 2/9/06, 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.

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# 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 and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: March 15, 2006

JESSICA M. WEBER, MANAGER Specialized, Inc. of Washington c/o Mark Hodges & Associates, P.S.

2375 130th Avenue NE

Suite 102

Bellevue, WA 98005 (800) 688-8430

State of California ) ss. County of Santa Barbara )

On 3/15/2006, before me, ELVIA BOUCHE, a Notary Public in and for said County and State, personally appeared JESSICA M. WEBER personally known to me (or 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.

WITNESS my hand and official seal.

Signature

**ELVIA BOUCHE** 

ELVIA BOUCHE
Commission # 1610270
Notary Public - California
Santa Barbara County
My Comm. Expires Oct 28, 2009

Notary Public in and for the State of California, residing at Santa Barbara, California

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