



200610300176

Skagit County Auditor

10/30/2006 Page 1 of 4 2:25PM

When recorded return to:

Craig Sjoström  
411 Main Street  
Mount Vernon, Washington 98273

**Grantor:** Craig Sjoström, Successor Trustee  
**Grantees:** Ember LaBounty, Grantor under the Deed of Trust  
**Legal Description:** Lot 6, Block 2, Mill Addition to Concrete  
**Assessor's Property Tax Parcel or Account No.:** P43674; P70699  
**Reference Nos of Documents Assigned or Released:** 200202120093

## ***NOTICE OF TRUSTEE'S SALE***

RCW 61.24

**TO:** Ember LaBounty  
P.O. Box 905  
Concrete, WA 98237

Grantor

Ember LaBounty  
45908 Miller St.  
Concrete, WA 98237

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee will on February 7<sup>th</sup>, 2007, at the hour of 10:00am, at the front entrance of the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

**Parcel A:**

Lot 6, Block 2, "MILL ADDITION TO THE TOWN OF CONCRETE, DIVISION No. 2", as per the plat recorded in Volume 4 of Plats, page 4, records of Skagit County, Wash.

**Parcel B:**

That portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 35 North, Range 8 East, W.M., described as follows:

Beginning at a point which is 165.40 feet North and 381.72 feet West of the Southwest corner of the said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence West 40.00 feet to the Southeast corner of Lot 6, Block 2, "MILL ADDITION TO THE TOWN OF CONCRETE, DIVISION No. 2", as per the plat recorded in Volume

4 of Plats, page 4, records of Skagit County, Wash.; thence North along the East line of the said lot, 154.00 feet; thence East 40.00 feet; thence South to the place of beginning;

EXCEPT the East 6.05 feet thereof;

AND EXCEPT that portion thereof condemned in Skagit County Cause No. 32424 for highway purposes.

Which is commonly known as 45908 Miller St., Concrete, WA 98237, and which is subject to that certain Deed of Trust dated the 7<sup>th</sup> day of February, 2002, recorded on the 12<sup>th</sup> day of February, 2002, under Auditor's File No. 200202120093, records of Skagit County, Washington, from Ember LaBounty, as Grantor, to First American Title of Skagit County, as Trustee, to secure an obligation in favor of John Smith & Joyce Smith, h/w, Beneficiary. The undersigned has been appointed Successor Trustee by instrument dated August 24<sup>th</sup>, 2006 and recorded August 25<sup>th</sup>, 2006 under Skagit County AFN 200608250150.

1. No action commenced by the Beneficiaries of the Deed of Trust or the Beneficiaries' successor 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.
2. The defaults for which this foreclosure is made are as follows:
  - a. Non-monetary defaults:  
  
Failure to pay real property taxes for 2005 and 2006.  
Failure to provide proof of adequate insurance on the property.
  - b. Failure to pay when due the following amounts which are now in arrears:  
  
Monthly payments of \$310.12 per month for the months of  
February, 2006 through October, 2006: ..... \$2,791.08
  - b. Late charges on payments not  
received within 5 days of the due date, for  
the months of February, 2006 through October, 2006, totaling ..... \$139.55
- TOTAL MONTHLY PAYMENTS AND LATE CHARGES: ..... \$2,930.63**
4. The principal sum owing on the obligation secured by the Deed of Trust is \$35,332.44, together with interest as provided in the note or other instrument secured from January 13<sup>th</sup>, 2006 and such other charges, costs and fees as are due under the note or other instrument secured, and as are provided by statute.
5. The above described real property will be sold to satisfy the expense of sale and 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 February 7<sup>th</sup>, 2007. The defaults referred to in Paragraph 3 must be cured by January 29<sup>th</sup>, 2007 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before January 29<sup>th</sup>, 2007 the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after January 29<sup>th</sup>, 2007, and before the sale by the Borrower or 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.
6. A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower or Grantor or the Grantor's successor in interest at the following addresses:



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Ember LaBounty  
P.O. Box 905  
Concrerte, WA 98237

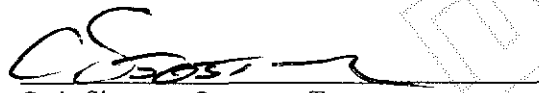
Ember LaBounty  
45908 Miller St.  
Concrete, WA 98237

by both first class and certified mail on August 28<sup>th</sup>, 2006, proof of which is in the possession of the Successor Trustee; and the Borrower and the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Successor Trustee has possession of proof of such service or posting.

7. The Successor 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.
8. 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.
9. 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.
10. **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 and tenants. After the 20th day following the sale, the purchaser has the right to evict occupants and tenants by summary proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.
11. The Successor Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position or there may be other prior encumbrances of title. The Successor Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Successor Trustee will not provide legal advice concerning the foreclosure. The Successor Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues or other information about the real property being foreclosed must obtain all such information independently.
12. **FAIR DEBT COLLECTION PRACTICE ACT NOTICE**

Any information obtained from the debtor will be used for the purpose of collecting the debt.

DATED: October 30<sup>th</sup>, 2006

  
Craig Sjostrom, Successor Trustee  
Attorney at Law  
411 Main Street  
Mount Vernon, WA 98273



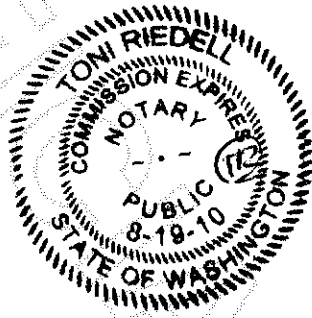
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State of Washington     )  
                                      )ss  
County of Skagit         )

I certify that I know or have satisfactory evidence that Craig Sjostrom is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: October 30<sup>th</sup>, 2006

Toni Riedell  
Toni Riedell, Notary Public  
Residing at: Burlington  
My appointment expires 8/19/10



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