When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Allison B. Theodore 500 Galland Building 1221 Second Avenue Seattle, WA 98101 200612290106 Skagit County Auditor

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Loan #171931-9 Trustee #15419.695 FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington Chapter 61.24, et seq.

Grantor(s): Hillis Clark Martin & Peterson, P.S., Successor Trustee

Grantee(s): Alex A. Berryman and Tammy Jo Berryman

Legal Description (abbreviated): A portion of Government Lot 2, Section 2,

Township 35 North, Range 4 East. W.M.

Assessor's Tax Parcel Identification No(s): P-35586

Reference No. of Related Documents: 9509070083

Ī.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on April 6, 2007, at the hour of 11:00 a.m., at the main entrance to the Skagit County Courthouse, 205 West Kincaid, City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

Government Lot 2, Section 2, Township 35 North, Range 4 East, W.M., EXCEPT the West 416 feet thereof, AND EXCEPT the East 582 feet thereof, AND EXCEPT the following described tract:

Beginning at a point on the South line of the John Grip County Road, 416 feet East of the North ¼ corner of Section 2, Township 35 North, Range 4 East, W.M.; thence South 335 feet; thence East 130 feet; thence

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North 335 feet, more or less, to the South boundary of John Grip Road; thence Westerly along the South boundary of said road, 130 feet, more or less, to the Point of Beginning;

ALSO EXCEPT road right of way.

TOGETHER WITH the right to lay, maintain, operate, repair and remove at any time a water line or pipe for domestic use, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A tract 10 feet wide, between an existing pumphouse well and water tank and the Easterly boundary of the following described tract:

That portion of Government Lot 2, Section 2, Township 35 North,
Range 4 East, W.M., beginning on the South line of the John Grip County
Road, 416 feet East of the North ½ corner of said Government Lot 2;
thence South 322.5 feet; thence East 135 feet; thence North 322.5 feet;
thence West 135 feet to the Point of Beginning.

Situate in the County of Skagit, State of Washington;

the postal address of which is commonly known as 22208 Grip Road, Sedro-Woolley, Washington 98284, f/k/a 2074 Grip Road, Sedro-Woolley, Washington 98284; which property is subject to that certain Deed of Trust dated September 6, 1995, and recorded on September 7, 1995, under Auditor's File No. 9509070083, records of Skagit County, Washington, from Alex A. Berryman and Tammy Jo Berryman, husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Washington Federal Savings, as Beneficiary.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on November 29, 2006, under Auditor's No. 200611290165, records of Skagit County, Washington.

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

III.

The defaults for which this foreclosure is made are as follows:

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

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\$5,940.00

5 Late Charges of \$43.96 each, due on each monthly payment not paid within 16 days of its due date, for monthly payments due on August 1, 2006, through December 1, 2006:

\$219.80

Advances by Lender:

Non-Sufficient Funds Charge:

\$15.00

Property Inspection Fee:

\$25.00

TOTAL MONTHLY PAYMENTS. LATE CHARGES. AND OTHER AMOUNTS IN ARREARS:

\$6,199.80

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$119,107,41, together with interest as provided in the Note or other instrument secured from July 1, 2006, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

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 April 6, 2007. The defaults referred to in paragraph III must be cured by March 26, 2007 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before March 26, 2007 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after March 26, 2007 (11 days before the sale) 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:

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Alex A. Berryman 22208 Grip Road Sedro-Woolley, WA 98284

Alex A. Berryman 2074 Grip Road Sedro-Woolley, WA 98284 Tammy Jo Berryman 22208 Grip Road Sedro-Woolley, WA 98284

Tammy Jo Berryman 2074 Grip Road Sedro-Woolley, WA 98284

by both first class and certified mail on November 21, 2006, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 22, 2006, with said written Notice of Default or the written notice of default 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. To the best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

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 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 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 occupant and tenants. After the 20th 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.

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

DATED this 28th day of December, 2006.

TRUSTEE:

HILLIS CLARK

MARTIN & PETERSON, P.S.

By

Joseph A.G. Saka

500 Galland Building

1221 Second Avenue

Seattle, Washington 98101-2925

Telephone: (206) 623-1745

STATE OF WASHINGTON)

) ss.

COUNTY OF KING

On this day personally appeared before me Joseph A.G. Sakay, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 28th day of December, 2006.

NOTARY PUBLIC in and for the State of

Washington residing at Shrul My appointment expires $\sqrt{e/ig}$

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