



200704180144

Skagit County Auditor

4/18/2007 Page 1 of 3 1:21PM

WHEN RECORDED RETURN TO:

John W. Weil
1100 SW Sixth Avenue, Suite 1507
Portland, Oregon 97204

Notice of Trustee's Sale

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.34, ET SEQ
FIRST AMERICAN TITLE CO.

I.

89958
ACCOMMODATION RECORDING ONLY

Notice is hereby given that the undersigned Trustee will on the **28th day of September, 2007, at the hour of 11:00 a.m., at the Skagit County Courthouse in the City of Mount Vernon, 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 Skagit, State of Washington, to-wit:

4136-008-009-0000

Portion of Lot 1, Block 8, of "Reserve Addition to the Town of Montborne," together with that portion of the vacated Northern Pacific Railroad Right-of-Way, defined as follows: Beginning at a point 12.5 feet southwesterly of the southwest corner of Lot 2; thence southwesterly 89.63 feet; thence northwesterly 110.97 feet; thence northeasterly 95.15 feet; thence southeasterly 110.21 feet to the point of beginning; Together with and subject to a non-exclusive access and utility easement known as Mahonia Lane. (Also shown of record as Lot 9 of Survey recorded June 8, 2000 under Auditor's File No. 200006080127).

which is subject to that certain Deed of Trust, dated June 28, 2000 and recorded October 10, 2000 as Auditor's File No. 200010100152, records of Skagit County, Washington, from Jorge Marin Sanchez, to First American Title, as Trustee, now resigned and succeeded by John W. Weil under a Resignation and Appointment of Successor Trustee recorded Auditor's File No. 200612280069 on December 28, 2006 to secure an obligation in favor of Vanderbilt Mortgage and Finance, Inc., acting under Continuing Power of Attorney from Wells Fargo Bank Minnesota, NA, signed April 13, 2004, as Beneficiary, the beneficial interest was assigned by Oakwood Acceptance Corporation under an Assignment recorded March 16, 2001 as Auditor's File No. 200103160019.

II.

No action commenced by the beneficiary of the Deed of Trust or the beneficiary's successor is now pending to seek satisfaction of the obligation secured by the Deed of Trust in any Court by reason of the Grantor's default on the obligation secured by the Deed of Trust.

III.

The default for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

- a. Failure to pay monthly payments of \$1,143.90. No payments have been received since June 1, 2006. The past due amount is \$12,582.90.
- b. Default other than failure to make monthly payments:

i) Failure to pay real property taxes for 2003 in the sum of \$945.65; Failure to pay real property taxes for 2004 in the sum of \$1,892.87; Failure to pay real property taxes for 2005 in the sum of \$1,843.21; and Failure to pay real property taxes for 2006 in the sum of \$1,762.05.

ii) Claim of Lien by the State of Washington Social and Health Services Department in the amount of \$1,171.87, plus interest.

1. **OTHER CHARGES, COSTS AND FEES:**

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following charges, costs and fees to reinstate the Deed of Trust if reinstatement is made before recording of the Notice of Trustee's Sale:

a.	Cost of Title Report for foreclosure	\$ 772.20
b.	Recording fees	\$ 24.00
c.	Service/Posting of Notice of Default	\$ 50.00
d.	Postage/Copying Expense	\$ 14.64
e.	Trustee's fee	\$
f.	Attorney's fee	\$ 1,400.00
g.	Inspection fees	\$
h.	Long distance telephone charges	\$
i.		
TOTAL ESTIMATED CHARGES, COSTS AND FEES		\$ 2,260.84

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$137,176.55, together with interest in the amount of \$13,110.92, through April 15, 2007, 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 expenses 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 28th day of September, 2007. The defaults referred to in paragraph III must be cured by the 17th day of September, 2007 (eleven (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 17th day of September, 2007 (eleven 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 the 17th day of September, 2007 (eleven (11) days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest 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 Grantor or the Grantor's successor in interest at the following addresses:

Jorge Marin Sanchez	Citifinical, Inc.	State of Washington
24195 Mahonia Lane	740 S Burlington Blvd.	Dept. Of Social & Health Services
Mount Vernon, WA 98274	Burlington, WA 98223	PO Box 11520
		Tacoma, WA 98411-5520

by both first class and certified or registered mail on the 5th day of March, 2007, proof of which is in the possession of the Trustee.



A written notice of default was posted on the property commonly known as **24195 Mahonia Lane, Mount Vernon, WA 98274** on March 8, 2007.

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.

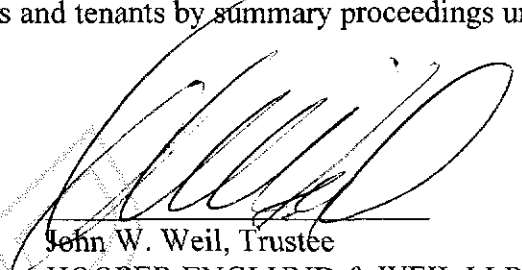
IX.

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 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 OCCUPANT 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 proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW


John W. Weil, Trustee
HOOPER ENGLUND & WEIL LLP
1100 SW 6th Ave., Ste. 1507
Portland, OR 97204
(503)226-0500

Address for Personal Service in Washington:


Care of Joel Watkins
Mikkelborg Broz Wells & Fryer PLLC
1001 Fourth Avenue, Suite 3600
Seattle, WA 98154

STATE OF OREGON
COUNTY OF MULTNOMAH

I certify that I know or have satisfactory evidence that John W. Weil is the person who appeared before me, and said person acknowledged that John W. Weil signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16th day of April, 2007.




Notary Public for Oregon
My Commission Expires: 6/28/10

