After Recording, Return to: Chris Ashcraft Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997



CHICAGO TITLE CO.

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File No. 8069.20069/Cross, Chad M. and Tiffany

Grantors:

Northwest Trustee Services, Inc.

Wells Fargo Bank, NA

Grantee:

Cross, Chad M. and Tiffany

Reference #: 200505250089

Notice of Trustee's Sale

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

Ĩ.

On October 5, 2007, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 360420-2-002-0905

Abbreviated Legal: A Ptn of SW 1/4 of 17 & NW 1/4 of 20-36-4 E W.M.

That portion of the Southwest 1/4 of Section 17, Township 36 North, Range 4 East, W.M., and that portion of the Northwest 1/4 of Section 20 of said Township and Range, all which is more particularly described as follows: Beginning at the Southwest corner of Section 17 (Northwest corner of said Section 20); thence South 89 degrees 05' 13" East, along the line common to said Sections 17 and 20, 1713.58 feet to an intersection with the Westerly margin of the State Highway (Samish Road); thence North 23 degrees 38' West, along said Westerly margin, 51.78 feet to a point to be hereinafter referred to as point "X"; thence continue North 23 degrees 38' West, along said Westerly margin, 597.00 feet; thence South 70 degrees 40'

**Section the Response of Regioning Shocke of the County Road (also known as the Friday Creek Road); thence South 15 degrees 02' East along said Easterly margin, 597.00 feet to a point that is South 70 degrees 40' West for before mentioned point "X"; thence North 70 degrees 40' East 390.40 feet to a point that is South 19 degrees 20' 00"

East from the true point of beginning; thence North 19 degrees 20' 00" West 595.32 feet to the true point of beginning; (also known as Tract "C" of Survey recorded July 29, 1976 under

Auditor's File No. 839983 in Volume 1 of Surveys, pages 195 and 196). Situate in the County of Skagit, State of Washington.

Commonly known as: 2947 Friday Creek Road

Burlington, WA 98233

which is subject to that certain Deed of Trust dated 05/19/05, recorded on 05/25/05, under Auditor's File No. 200505250089, records of Skagit County, Washington, from Chad M. Cross and Tiffany Cross, husband and wife, as Grantor, to William L. Bishop, Jr. of Bishop, Lynch & White, P.S., as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Webster Bank, National Association, as Beneficiary, the beneficial interest in which was assigned by Washington Mutual Bank to Wells Fargo Bank, NA, under an Assignment/Successive Assignments recorded under Auditor's File No. 2007-05210107.

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

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 06/29/2007	
Monthly Payments		\$13,011.66
Late Charges		\$420.39
Lender's Fees & Costs		\$40.00
Total Arrearage	\$13,472.05	
Trustee's Expenses		N
(Itemization)		V.
Trustee's Fee		\$270.00
Title Report		\$0.00
Statutory Mailings		\$18.00
Recording Costs	in the second	\$37.00
Postings		\$57.50
Sale Costs		\$0.00
Total Costs	<u>\$382.50</u>	
Total Amount Due:		\$13,854.55

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other



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defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

Waste

ACTION NECESSARY TO CURE

Nonpayment of Taxes/Assessments

Deliver to Trustee written proof that all taxes and assessments against the

property are paid current

Default under any senior lien

Deliver to Trustee written proof that all senior liens are paid current and that

no other defaults exist

Failure to insure property against hazard

Deliver to Trustee written proof that the property is insured against hazard as

required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and

maintain property as required in Deed of Trust Revert title to permitted vestee

Unauthorized sale of property (Due on Sale)

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$191,737.77, together with interest as provided in the note or other instrument secured from 09/01/06, 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 October 5, 2007. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 09/24/07 (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 the close of the Trustee's business on 09/24/07 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 09/24/07 (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 balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Chad Cross 2947 Friday Creek Road Burlington, WA 98233

Tiffany Cross 2947 Friday Creek Road Burlington, WA 98233



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by both first class and either certified mail, return receipt requested, or registered mail on 05/10/07, proof of which is in the possession of the Trustee; and on 05/10/07 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VΠ.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's 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 right, title and 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 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.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.usa-Foreclosure.com.

EFFECTIVE: 06/29/2007

Authorized Signature

Northwest/Trustee Services, Inc., Trustee

P.O. BOX 997

Bellevue, WA 98009-0997

Contact: Chris Ashcraft

(425) 586-1900

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Ashcraft is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

CORY J JOHNSON STATE OF WASHINGTON **NOTARY PUBLIC** MY COMMISSION EXPIRES

01-08-11

NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE

My commission expires

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

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File No: 8069.20069

Client: Wells Fargo Home Mortgage Borrower: Cross, Chad M. and Tiffany

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Skagit County Auditor

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