

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



200709280193
Skagit County Auditor

9/28/2007 Page 1 of 5 3:59PM

File No. 7261.23523/Fosdick, Larry and Molly
Grantors: Northwest Trustee Services, Inc.
JPMorgan Chase Bank, as trustee-SURF 2003-BC4
Grantee: Fosdick, Larry and Molly

GUARDIAN NW

Notice of Trustee's Sale

90342

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

I.

On **January 4, 2008**, 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.: 340505-2-003-0706

Abbreviated Legal: Section 5, Township 34, Range 5; Ptn SW NW (aka Tract 3 Short Plat No. 51-73)

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 5 East W.M., being more particularly described as follows: Beginning at the Southwest corner of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North 89 degrees 17' 45" East along the South line of said subdivision, 16.5 feet to an intersection with the East line of the West 1 rod of said subdivision; thence North 0 degrees 24' 49" West along said East line of the West 1 rod, 560.49 feet to an intersection with the Southerly margin of the Old Day Creek Road; thence South 51 degrees 54' 38" East, 357.91 feet to the true point of beginning; thence South 51 degrees 27' 13" East, 43.55 feet; thence South 8 degrees 16' 14" East, 93.57 feet; thence South 75 degrees 05' 58" East, 69.09 feet; thence South 22 degrees 03' 00" East, 211.88 feet to said South line of said subdivision; thence South 89 degrees 17' 45" West, 471.52 feet along said South line, 471.52 feet to said East line of the West 1 rod of said subdivision; thence North 38 degrees 15' 41" East, 438.72 feet to the true point of beginning. (Being known as Tract 3 of Short Plat No. 51-73). Together with an easement for road and utilities over and across a strip of land 60 feet in width and including a circular cul-de-sac, the centerline of said 60 foot strip being more particularly described as follows: Beginning at the

UNRECORDED

Southwest corner of the Southwest ¼ of the Northwest ¼ of Section 5, Township 34 North, Range 5 East W.M.; thence North 0 degrees 24' 49" West along the West line of said subdivision, 557.61 feet to an intersection with the Southerly margin of the Old Day Creek Road; thence North 79 degrees 24' 57" East along said Southerly margin, 138.92 feet to a point of curvature in said Southerly margin; thence along the arc of said curve to the left having a radius of 746.23 feet, through a central angle of 20 degrees 17' 40". An arc distance of 264.32 feet to a point of tangency in said Southerly margin; thence North 59 degrees 07' 17" East along said Southerly margin, 121.99 feet to the true point of beginning of said centerline of said 60 foot wide easement; thence South 30°52'43" East, 30.00 feet; thence South 59 degrees 07'17" West, 76.52 feet; thence South 10 degrees 35'35" West, 97.66 feet; thence South 27 degrees 01'22" East, 141.68 feet; thence South 59 degrees 11' 29" East, 73.77 feet to a point to be hereinafter referred to as Point "A"; thence continue South 59 degrees 11' 29" East, 59.97 feet; thence South 15 degrees 41'41" East, 137.85 feet to a terminus point in said 60 foot wide easement; and also a strip of land 60 feet in width beginning at before mentioned Point "A"; thence South 62 degrees 32'00" West, 137.07 feet; thence South 85 degrees 11'10" West, 127.33 feet to a terminus point in said 60 foot wide easement at a point to be hereinafter referred to as Point "B", and also a circular cul-de-sac having a radius of 45 feet, the center of which being before mentioned Point "B": Except that portion of said easement lying within the above described main tract.

Commonly known as: 12413 Timber Lane
Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 07/25/03, recorded on 07/30/03, under Auditor's File No. 200307300096, records of Skagit County, Washington, from Larry R. Fosdick and Molly A. Fosdick, husband and wife., as Grantor, to Pacific Northwest Title Ins. Co., as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to JPMorgan Chase Bank, as trustee-SURF 2003-BC4, under an Assignment/Successive Assignments recorded under Auditor's File No. 200701090078.

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.



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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 09/27/2007
Monthly Payments	\$4,589.40
Late Charges	\$203.04
Lender's Fees & Costs	\$0.00
Total Arrearage	\$4,792.44
Trustee's Expenses (Itemization)	
Trustee's Fee	\$450.00
Title Report	\$0.00
Statutory Mailings	\$30.00
Recording Costs	\$84.00
Postings	\$57.50
Sale Costs	\$0.00
Total Costs	<u>\$621.50</u>
 Total Amount Due:	 \$5,413.94

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

OTHER DEFAULT

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

Waste

Cease and desist from committing waste; repair all damage to property and maintain property as required in Deed of Trust

Unauthorized sale of property (Due on Sale)

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$144,944.36, together with interest as provided in the note or other instrument secured from 05/05/07, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



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V.

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 January 4, 2008. 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 12/24/07 (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 12/24/07 (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 12/24/07 (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

Larry Fosdick
12413 Timber Lane
Sedro Woolley, WA 98284

Molly Fosdick
12413 Timber Lane
Sedro Woolley, WA 98284

by both first class and either certified mail, return receipt requested, or registered mail on 12/20/06, proof of which is in the possession of the Trustee; and on 12/20/06 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.

VII.

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.



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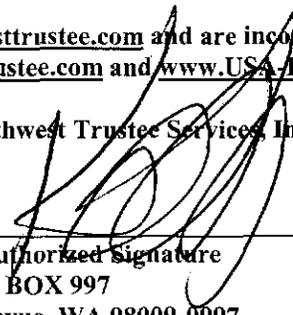
X.

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: 09/27/2007

Northwest Trustee Services, Inc., Trustee

By 
Authorized Signature
P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Kathy Taggart
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kathy Taggart is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged 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

Dated: September 27, 2007

KEN L. PATNER
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 01-30-10


NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires 1-30-10

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

14093032
File No: 7261.23523
Client: Credit Based Asset Servicing & Securitization, LLC
Borrower: Fosdick, Larry and Molly

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

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



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