## RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

Skagit County Auditor

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411:46AM

T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988 SANTA ANA, CA 92711-1988

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY ce above this line for recorder's use

## AMENDED NOTICE OF TRUSTEE'S SALE $\ensuremath{psi}$

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

2564022

T.S. No: F333693 WA Unit Code: F Loan No: 0260199039/PATTERSON

Investor No: 708

AP #1: 330432-2-002-0300

This notice replaces any previous "NOTICE OF TRUSTEE'S SALE" affecting the same Deed of Trust.

NOTICE IS HEREBY GIVEN THAT the undersigned trustee, T.D. SERVICE CO. OF WASHINGTON FKA T.D. ESCROW SERVICES INC., 1820 E. First St., Suite 210, P.O. Box 11988, Santa Ana, CA 92705, will on MAY 30, 2008 at the hour of 10:00 A.M. at INSIDE THE MAIN LOBBY OF THE SKAGIT COUNTY COURTHOUSE, 205 WEST KINCAID STREET MOUNT VERNON, State of WASHINGTON, sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in the County of SKAGIT, State of WASHINGTON, to Wit:

LOT 3, SKAGIT COUNTY SHORT PLAT NO. 97-0014, APPROVED JUNE 4, 1997, AND RECORDED, JUNE 16, 1997, IN VOLUME 13 OF SHORT PLATS, PAGES 8 & 9 UNDER AUDITOR'S NO. 9706160098, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 33 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. SITUATED IN SKAGIT COUNTY, WASHINGTON. \*\*

The street or other common designation if any, of the real property described above is purported to be: 19384 CLARENCE LANE, F/K/A 1738 CLARENCE LANE, MOUNT VERNON, WA 98273

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

which is subject to that certain Deed of Trust dated June 8, 1998, recorded June 18, 1998, under Auditor's File No. 9806180065 in Book 1928 Page 180 records of SKAGIT County, WASHINGTON, from GAYLE PATTERSON as Grantor, to ISLAND TITLE COMPANY as Trustee, to secure an obligation in favor of INTERWEST BANK as Beneficiary.

AND A MODIFICATION AGREEMENT DATED 02/01/01 \*\*TGW a non-exclusive easement for ingress, egress and utilities over and across Clarence Lane, as delineated on the face of the short plat;

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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.

Ш

The default(s) for which this foreclosure is made is/are as follows:

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

12 PYMTS FROM 07/01/04 TO 06/01/05 @ 1,262.17	\$15,146.04
24 PYMTS FROM 07/01/05 TO 06/01/07 @ 1,445.90	<b>\$</b> 34,701.60
10 PYMTS FROM 07/01/07 TO 04/01/08 @ 1,616.84	<b>\$1</b> 6,168.40
TOTAL LATE CHARGES	\$965.71
MISCELLANEOUS FEES	\$140.00
CORPORATE ADVANCE	<b>\$6,671.65</b>
Sub-total of amounts in arrears:	<b>\$</b> 73,793.40

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

<u>IV</u>

The sum owing on the obligation secured by the Deed of Trust is principal \$160,069.90 together with interest as provided in the note or other instrument secured from 06/01/04, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

 $\underline{\mathbf{V}}$ 

The above described real property will be sold to satisfy the expense of the 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 05/30/08. The default(s) referred to in paragraph III must be cured by 05/19/08, (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 05/19/08, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 05/19/08, (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 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.



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VΙ

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address:

GAYLE PATTERSON 1738 CLARENCE LANE MOUNT VERNON, WA 98273

SPOUSE OF GAYLE PATTERSON 1738 CLARENCE LANE MOUNT VERNON, WA 98273

OCCUPANT 1738 CLARENCE LANE MOUNT VERNON, WA 98273

GAYLE PATTERSON 19384 CLARENCE LANE MOUNT VERNON, WA 98273

SPOUSE OF GAYLE PATTERSON 19384 CLARENCE LANE MOUNT VERNON, WA 98273

OCCUPANT 19384 CLARENCE LANE MOUNT VERNON, WA 98273

by both first class and certified mail on March 2, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 2, 2005, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof and such service or posting.

<u>VII</u>

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.

<u>ΙΧ</u>

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.

T.S. No: F333693 WA

Unit Code: F

Loan No: 0260199039/PATTERSON

Investor No: 708

L. SERRANO COMM. # 1639881

TARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Jan. 21, 2010

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## 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

Notice and other personal service may be served on the Trustee at: T.D. SERVICE COMPANY OF WASHINGTON 520 E. Denny Way Seattle, WA 98122-2100 (800) 843-0260

DATED: April 14, 2008

OF WASHINGTON FKA LD. ESCROW SERVICES INC., SUCCESSOR TRUSTEE

SUSAN EARNEST, ASSISTANT SECRETARY

1820 E. First St., Suite 210

P.O. Box 11988

Santa Ana, CA 92705

(800) 843-0260

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.ascentex.com/websales/

STATE OF CALIFORNIA COUNTY OF ORANGE

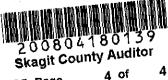
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On 04/12/08 before me, L. SERRANO, a Notary Public, personally appeared SUSAN EARNEST, ASSISTANT SECRETARY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and office

Signature



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