

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



200804280141

Skagit County Auditor

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GUARDIAN NORTHWEST TITLE CO.

94153

ACCOMMODATION RECORDING ONLY

File No.: 7713.20253
Grantors: Northwest Trustee Services, Inc.
Mortgage Electronic Registration Systems, Inc.
Grantee: James S. Gordon, as his separate estate

Notice of Trustee's Sale

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

I.

On August 1, 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.: 340913-0-005-0100 (P30937)

Abbreviated Legal: SECTION 13, TOWNSHIP 24, RANGE 9; PTN. GOV. 4 (AKA LOT 1, SHORT PLAT NO. 48-74)

That portion of Government Lot 4 in Section 13, Township 34 North, Range 9 East W.M., lying Westerly of the County Highway being more particularly described as follows: Beginning at the intersection of the North Line of said Government Lot 4 with the Westerly boundary of said County Highway, said point being on curve of said County Highway, the radius point of said curve bears North 57 degrees 25'41" East, a distance of 3859.73 feet; thence Southeasterly along said curve to the left through a central angle of 2 degrees 52'15" , an arc distance of 193.39 feet; thence North 87 degrees 26'54" West, parallel with the North line of Government Lot 4, a distance of 445 feet, more or less, to the ordinary high water line of the Skagit River; thence Northwesterly along said ordinary high water line a distance of 285 feet, more or less, to the North line of Government Lot 4; thence South 87 degrees 26'54" East, a distance of 559 feet, more or less, to the point of beginning. (Also known as Lot 1 of Short Plat No. 48-74, approved September 6, 1974.) Situate in the County of Skagit, State of Washington.

Commonly known as: 14262 State Route 530
Concrete, WA 98237

which is subject to that certain Deed of Trust dated 12/14/05, recorded on 12/19/05, under Auditor's File No. 200512190218, records of Skagit County, Washington, from James S. Gordon (unmarried), as Grantor, to Brian Lynch, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns, as Beneficiary.

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 4/26/2008
Monthly Payments	\$5,310.60
Late Charges	\$265.53
Lender's Fees & Costs	(\$525.54)
Total Arrearage	\$5,050.59
Trustee's Expenses (Itemization)	
Trustee's Fee	\$725.00
Title Report	\$588.60
Statutory Mailings	\$75.34
Recording Costs	\$101.00
Postings	\$172.50
Sale Costs	\$0.00
Total Costs	<u>\$1,662.44</u>
Total Amount Due:	\$6,713.03

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 \$97,948.32, together with interest as provided in the note or other instrument secured from 10/01/07, 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 August 1, 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 07/21/08 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 07/21/08 (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 07/21/08 (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 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

The Estate of James S. Gordon
14262 State Route 530
Concrete, WA 98237

Unknown Spouse and/or Domestic Partner
of The Estate of James S. Gordon
14262 State Route 530
Concrete, WA 98237

The Heirs and Devisees
of The Estate of James S. Gordon
14262 State Route 530
Concrete, WA 98237

Robert Earl Smith, Personal Rep. and Attorney
for The Estate of James S. Gordon
14262 State Route 530
Concrete, WA 98237

Robert Earl Smith, Personal Rep. and Attorney
for The Estate of James S. Gordon
525 Southeast 24th Street, Suite 500
Mercer Island, WA 98040-2334

by both first class and either certified mail, return receipt requested, or registered mail on 03/26/08, proof of which is in the possession of the Trustee; and on 03/26/08 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.



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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: 4/26/2008

Northwest Trustee Services, Inc., Trustee

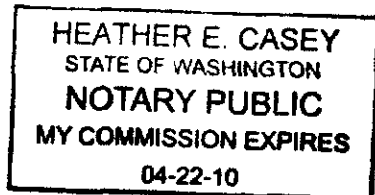
By Vonnie McElligott
Authorized Signature

P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Vonnie McElligott
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Vonnie McElligott 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.

Dated: 4/28/08



Heather E. Casey
NOTARY PUBLIC in and for the State of
Washington, residing at Kenner
My commission expires 4-22-10

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

7884490549

File No: 7713.20253

Client: U.S. Bank Home Mortgage

Borrower: Gordon, James S.

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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