

WHEN RECORDED RETURN TO:

William P. McArdel III
1826 114th Avenue NE, Suite 101
Bellevue, WA 98004
Office File Reference: 01.3593.356



200807170015
Skagit County Auditor

7/17/2008 Page 1 of 3 9:48AM

[SPACE ABOVE PROVIDED FOR RECORDER'S USE]

Document Title: Notice of Trustee's Sale
Debtor/s and or: Laura Mae Molloy and John Michael Molloy
Secured Party: American General Home Equity, Inc.
Legal Description: Lots 9-12, Blk 23, Hamilton Townsite Company's 2nd Add. To Hamilton
Reference No.: 200511220071
Tax Parcel #: 4113-023-012-0004

NOTICE OF TRUSTEE'S SALE

Pursuant to RCW 61.24.040(1)(f), Revised Effective June 11, 1998

TO: Laura Mae Molloy
759 Pettit Street
Hamilton, WA 98255

John Michael Molloy
759 Pettit Street
Hamilton, WA 98255

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on Friday, October 17, 2008, at the hour of 10:00 o'clock, a.m., at the main entrance to the at the main entrance to the Skagit County Courthouse at 205 West Kincaide Street, Mount Vernon, WA 98273, 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:

Lots 9 through 12, inclusive, Block 23, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situate in the Town of Hamilton, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated November 21, 2005 and recorded on November 22, 2005, under Auditor's/Recorder's No. 200511220071, records of Skagit County, Washington, from Laura Mae Molloy and John Michael Molloy, Grantors, to Land Title Company of Skagit County, Inc as Trustee, to secure an obligation in favor of AMERICAN GENERAL HOME EQUITY, INC. 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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III. 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:

Past-due payments on a Loan Account	\$	8,650.60
Late Charges	\$	418.08
TOTAL MONTHLY PAYMENTS AND LATE CHARGES:	\$	<u>9,068.68</u>

Failure to pay 2006 Real Estate taxes of \$634.65 plus accrued penalties and interests.

Failure to pay 2007 Real Estate taxes of \$572.30 plus accrued penalties and interests.

Failure to pay first half of 2008 Real Estate taxes in the amount of \$269.93, plus accrued penalties and interests.

Penalties and Interest have accrued on said amounts as provided by law.

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal \$124,288.65 together with interest as provided in the note or other instrument secured from the May 13, 2008 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 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 17, 2008. The default(s) referred to in paragraph III must be cured by October 6, 2008 (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 October 6, 2008, (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 October 6, 2008, (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.

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

Laura Mae Molloy
759 Pettit Street
Hamilton, WA 98255

John Michael Molloy
759 Pettit Street
Hamilton, WA 98255

by both first class and certified mail on June 6, 2008 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the June 9, 2008, 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 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 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 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.

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IF YOU HAVE FILE BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT THIS DEBT FROM YOU PERSONALLY.

DATED: July 15th, 2008.

William P. McArdel III

William P. McArdel III, Trustee
Address: 1826 114th Avenue NE, Suite 101
Bellevue, WA 98004
Telephone: (425) 454-1828

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that WILLIAM P. McARDEL III, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: July 15th, 2008.

Sarah L. Visbeck

Notary Public in and for the State of
Washington, residing at Seattle
My Commission Expires: May 12, 2010

