

Return Address: MN Service Corporation (WA)
Attention: Guy Towle
4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352



200808200063
Skagit County Auditor

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AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Notice of Trustee's Sale		
Reference Number(s) of Documents assigned or released:	200111130087 (Deed of Trust)		
Grantor(s):	1. MN Service Corporation (WA) (Successor Trustee) 90643		
<input type="checkbox"/>	Additional names on page _____ of document	GUARDIAN NORTHWEST TITLE CO.	
Grantee(s):	James H. Karlson		
<input type="checkbox"/>	Additional names on page _____ of document	ACCOMMODATION RECORDING ONLY	
Legal Description (abbreviated):	Lot 152 Block 1 Lake Cavanaugh, Division No. 2		
Assessor's Property Tax Parcel/Account Number:	3938-001-152-0005 (P66629)		

**NOTICE OF TRUSTEE'S SALE
PURSUANT TO REVISED CODE OF WASHINGTON
CHAPTER 61.24**

James H. Karlson
aka Jim Karlson
33407 S Shore Drive
Mount Vernon, WA 98274

Vicky A. Karlson
33407 S. Shore Dr.
Mount Vernon, WA 98274

James H. Karlson
aka Jim Karlson
5710 200th Street SW - Apt. 208
Lynnwood, WA 98036-6255

Vicky A. Karlson
5710 200th Street SW - Apt. 208
Lynnwood, WA 98036-6255

Occupant
33407 S. Shore Dr.
Mount Vernon, WA 98274

Bruce C. Galloway
Blue Line Construction, Inc.
12101 N. Lakeshore Dr.
Lake Stevens, WA 98258

I.

NOTICE IS HEREBY GIVEN that the undersigned successor Trustee will, on **November 21, 2008, at the hour of 10:00 a.m. at the main entrance to Skagit County Courthouse located at 205 W. Kincaid Street in the City of Mount Vernon State of Washington**, to sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to wit:

Lot 152 Block 1 "LAKE CAVANAUGH, SUBDIVISION, DIVISION No. 2 according plat thereof recorded in Volume 5 of Plats, pages 49 to 54, records of Skagit County, Washington.

Situated in the county of Skagit, State of Washington

The street address of the property is - 33407 S. Shore Dr.
Mount Vernon, WA 98006

which is subject to that certain Deed of Trust dated October 10, 2001 recorded on November 13, 2001, in the records of Skagit County, Washington, Recording No. 200111130087 from James H. Karlson and Vicky A. Karlson, husband and wife and as Grantors, to U.S. Bank Trust Company, National Association as Trustee, to secure an obligation in favor of U.S. Bank National Association, ND.

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 Borrowers' or Grantors' default on the obligation secured by the Deed of Trust.

III.

The default for which this foreclosure is made is as follows:

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

Failure to pay the following

Balance due on monthly payments from February 15, 2008 to July 15, 2008 (Principal and interest)	\$	1,904.34
Late Charges	\$	100.00
Total Arrearage and Late Charges	\$	2,204.34



IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$60,000.00 together with interest as provided in the note or other instrument secured, 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 November 21 2008. The default(s) referred to in Paragraph III must be cured by November 10 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 November 10, 2008 (11 days before the sale date), the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after November 10, 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 or 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 address:

TO: James H. Karlson
aka Jim Karlson
33407 S Shore Drive
Mount Vernon, WA 98274

Vicky A. Karlson
33407 S. Shore Dr.
Mount Vernon, WA 98274

James H. Karlson
aka Jim Karlson
5710 200th Street SW – Apt. 208
Lynnwood, WA 98036-6255

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Occupant
33407 S. Shore Drive
Mount Vernon, WA 98274

by both first-class and certified mail on May 8, 2008 proof of which is in the possession of the Trustee; 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 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 this 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, RCW 59.12.

NOTICE TO GUARANTORS. If you are a guarantor of a loan obligation secured by the Deed of Trust, please be aware that you may be liable for a deficiency judgment to the extent that the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust. A guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale. A guarantor has no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in RCW Chapter 61.24, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any Deed of Trust granted to secure the same debt. In any action for a deficiency, the guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit the



