

UNOFFICIAL
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Skagit County Auditor
11/21/2008 Page 1 of 6 1:42PM

AFTER RECORDING RETURN TO:
Bishop, White & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527
Ref: Dahl, Stacey Colleen and Karl Allen, 485.0813561

GUARDIAN NORTHWEST TITLE CO.
95772

Reference Number(s) of Documents assigned or released: 200510260086

Grantor: Bishop, White & Marshall, P.S.

Grantee: Karl Allen Dahl and Stacey Colleen Dahl, husband and wife

Abbreviated Legal Description as Follows: Section 17, Township 33, Range 5; Ptn. NE NW and NW NE (aka Lot 4, Short Plat No. 90-82)

Assessor's Property Tax Parcel/Account Number(s): 330517-2-001-1400 (P108143)

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

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White & Marshall, P.S. will on February 20, 2009 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

See Exhibit A for legal description attached hereto and made a part hereof.

which is subject to that certain Deed of Trust dated October 19, 2005, recorded October 26, 2005, under Auditor's File No. 200510260086 records of Skagit County, Washington, from Karl Allen Dahl and Stacey Colleen Dahl, husband and wife, as Grantor, to PRLAP, Inc., as Trustee, to secure

NOTICE OF TRUSTEE'S SALE - 1
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an obligation in favor of Bank of America, N.A. as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 default on the obligation secured by the Deed of Trust.

III

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

- i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from 2/1/2008
through 11/1/2008:**

**3 payment(s) at \$1694.28
1 payment(s) at \$1712.40
6 payment(s) at \$1798.61**

Total: 17,586.90
Late Charges:

10 late charge(s) at \$67.44

for each monthly payment not made within 15 days of
its due date

Total Late Charges 674.40
Accrued Late Charges: \$ 134.88
Property Inspection 72.50
TOTAL DEFAULT \$18,468.68

IV

The sum owing on the obligation secured by the Deed of Trust is: \$221,192.78, together with interest from January 1, 2008 as provided in the note or other instrument, 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 February 20, 2009. The payments, late charges, or other defaults must be cured by February 9, 2009 (11 days before the

NOTICE OF TRUSTEE'S SALE - 2
Fcwantsnofver1.5



200811210109
Skagit County Auditor

sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before February 9, 2009 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after February 9, 2009 (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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on October 20, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on October 21, 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 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 objections 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

NOTICE OF TRUSTEE'S SALE - 3
Fwantsnofver1.5



200811210109
Skagit County Auditor

11/21/2008 Page 3 of 6 1:42PM

'Mailing List'

Stacey Colleen Dahl
aka Stacey Colleen Day
20120 Cavanaugh Court
Mount Vernon, WA 98274

Karl Allen Dahl
20120 Cavanaugh Court
Mount Vernon, WA 98274

Stacey Colleen Dahl
aka Stacey Colleen Day
18737 Fishermans Loop
Burlington, WA 98233

Karl Allen Dahl
18737 Fishermans Loop
Burlington, WA 98233

NOTICE OF TRUSTEE'S SALE - 1

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200811210109

Skagit County Auditor

Legal Description

PARCEL "A":

Lot 4, Short Plat No. 90-82, approved July 1, 1990, recorded July 3, 1991, in Book 9 of Short Plats, page 385, under Auditor's File No. 9107030007, and being a portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 33 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the 100 foot wide railroad right of way, commonly known as the Northern Pacific Railway, running North and South through the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 33 North, Range 5 East, W.M., which lies East of the centerline of said right of way and within said subdivision, and which lies between the Westerly extension of the Northerly and Southerly lines of said Lot 4, SP No. 90-82.

Situate in the County of Skagit, State of Washington.



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