



200812020047
Skagit County Auditor

12/2/2008 Page 1 of 5 3:29PM

AFTER RECORDING RETURN TO:

Name William R. Allen
Address 120 Woodworth St., PO Box 437
City, State, Zip Sedro-Woolley, WA 98284

Abbrev. Leg. Lots 42 and 43, Block H, CAPE HORN ON THE SKAGIT DIVISION NO. 2
Tax Acct. No. 3869-008-043-0006/R63280
Document Ref. No. 9805180138
Grantor: Allen, William, Trustee
Grantee: Bryce, David
Public

AMENDED NOTICE OF TRUSTEE'S SALE
Pursuant to Chapter 61.24
of the Revised Code of Washington

I.

NOTICE IS HEREBY GIVEN that William R. Allen, Successor Trustee, will on February 27, 2009, at the hour of 10 o'clock A.M. on the steps of the main entrance to the Skagit County Courthouse, 205 West Kincaid Street, Mount Vernon, Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described property, situated in the County of Skagit, State of Washington, described as follows:

Lots 42 and 43, Block H, "CAPE HORN ON THE SKAGIT, DIVISION NO. 2", as per plat recorded in Volume 9 of Plats, pages 14 through 19, inclusive, records of Skagit County, Washington.

TOGETHER WITH that certain 1974 Kentwood mobile home, 64X14, VIN No. KW2367 situated on the property, which shall not be severed or removed therefrom.

Situated in the County of Skagit, State of Washington.

The address of said property is: 3960 North Shore Lane, Sedro Woolley, WA 98284

Which is subject to that deed of trust in which TERRY L. ELLINGSON and TRAVIS L. ELLINGSON, both unmarried individuals, as their separate estates, are the GRANTORS, LAND TITLE COMPANY OF SKAGIT COUNTY is the TRUSTEE, and DAVID C. PARSONS, as Personal Representative of the Estate of Ruth G. Robinson, deceased, is the BENEFICIARY, dated May 11, 1998, and recorded on May 18, 1998, under Auditor's File No. 9805180138, records of Skagit County, State of Washington, the beneficial interest of which was assigned to ERROL HANSON, as his separate property under Assignment of Deed of Trust recorded under Auditor's File No. 9805180139.

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 defaults for which this foreclosure is made are as follows:

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

Payment due months of June 2005 – November 2008, \$400 each	\$ 16,400.00
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Late fees of \$20 per month	\$ 860.00
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Sub-Total of amount in arrears:	\$ 17,260.00
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Trustee's estimated fees and costs:

Title report for foreclosure purposes (estimated)	600.00
Service/posting, postage & recording fees (estimated)	200.00
Trustee's fees and costs (estimated)	1,500.00
Sub-Total of amount of charges, costs & fees:	2,300.00

Failure to pay real property taxes and provide proof of insurance coverage. For the real property taxes, you must provide proof of payment to Skagit County.

You must provide proof of adequate fire and casualty insurance on any improvements, as evidenced by a certificate of insurance.



IV.

The sum owing on the obligation secured by the Deed of Trust is :
Principal \$39,000.00, together with interest as provided in the note or other instrument secured from June 18, 2005, 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 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 27, 2009. The defaults referred to in Paragraph III must be cured by February 16, 2008 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before February 16, 2008(11 days before the sale), the defaults as set forth in Paragraph III are cured and the Trustee's costs and fees are paid. The sale may be terminated any time after February 16, 2008 (11 days before the sale) and before the sale by the Borrower or 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 at the following addresses:

**David P. /Teresa Bryce
3601 134th Place SE
Everett, WA 98208**

**David P. /Teresa Bryce
45972 Baker Drive
Concrete WA 98237**

by both first class and certified mail on November 5, 2006, proof of which is in the possession of Trustee; and written notice of default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has proof of such notice 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.

This notice is an attempt to collect a debt and any information obtained will be used for that purpose.

Dated this 25 day of November 2008.

William R. Allen

William R. Allen, Successor Trustee
120 Woodworth St., PO Box 437
Sedro-Woolley, WA 98284

Phone (360) 855-1431

FAX (360) 855-9171



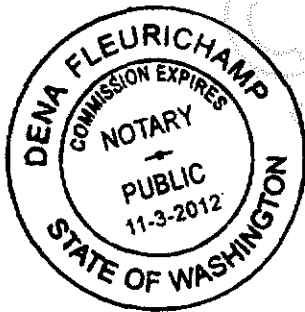
STATE OF WASHINGTON)

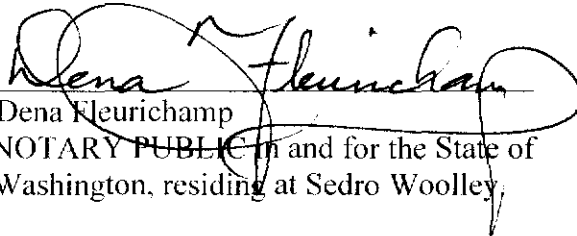
: ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that William R. Allen is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: ~~March~~ ^{November} 25, 2008.




Dena Fleurichamp
NOTARY PUBLIC in and for the State of
Washington, residing at Sedro Woolley,

My appointment expires: ~~11/1/2008~~
11/3/2012

