



200901060044

Skagit County Auditor

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**After Recording Return To:**

**SKAGIT LAW GROUP, PLLC**

**P.O. Box 336 / 227 Freeway Drive, Suite B**

**Mount Vernon, WA 98273**

**NOTICE OF TRUSTEE'S SALE**

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Reference No.:	200707260178 (Deed of Trust)
Grantor(s):	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee(s):	THE PUBLIC
Abbreviated Legal:	AL URNESS, a single man
Additional Legal on page:	LOTS11-13, BLK 67, BURL
Assessor's Tax Parcel No:	Page 1
	P71752; 4076-067-013-0005

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I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, April 10, 2009, at the hour of 10:00 a.m.**, at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, City of Mount Vernon, State of Washington, 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 11 through 13, Block 67, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington;

Situate in the City of Burlington, County of Skagit, State of Washington.

SUBJECT TO: Easements, restrictions and reservations of record,

which property is subject to that certain Deed of Trust dated July 25, 2007, recorded July 26, 2007, under Auditor's File No. 200707260178, records of Skagit County, Washington, from Al

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Urness, a single man, as Grantor, to Gregory L. Gilday, Attorney at Law, as Trustee, to secure an obligation in favor of Junior B. Cooksey, a single man, as beneficiary. Skagit Law Group, PLLC, is now Trustee by reason of an Appointment of Successor Trustee dated October 31, 2008, and recorded November 3, 2008, under Auditor's File No. 200811030132, records of Skagit County, Washington.

## 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 for which this foreclosure is made is as follows:

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

### Arrearages:

Principal and interest lump sum payment due on September 20, 2008:	\$38,333.47
Accrued interest to December 29, 2008:	587.35
Late charges (three months):	600.00
<b>Delinquent Payments:</b>	<b>\$39,520.82</b>

### Costs and Fees:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs, and fees:

Attorney's Fees:	\$2,000.00
Trustee's Fees:	1,500.00
Consultation Fees:	700.00
Title Report:	420.00
Service/Posting of Foreclosure Notices:	100.00
Publication Costs:	---
Long Distance Telephone Charges:	25.00
Recording fees:	65.00
Mailing costs:	50.00
Photocopies:	20.00
<b>Subtotal:</b>	<b>\$4,880.00</b>



**Total Estimated Amount as of December 29, 2008:** **\$44,400.82**

**Additional Arrearages:**

Late fees: \$ 600.00

Interest: 12/30/08 – 3/30/09: \$ 543.65

**Subtotal:** **\$45,544.47**

**Additional Costs and Fees:**

Additional trustees' or attorney's fees: \$ 2,000.00

Publication costs: \$ 850.00

**Total Estimated Amount as of March 30, 2009:** **\$48,394.47**

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must 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 to Cure Default:

**TAXES/ASSESSMENTS**

Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.

**FAILURE TO INSURE  
PROPERTY AGAINST  
HAZARD**

Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.

**LIENS**

Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.

**JUDGMENTS**

Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.

**WASTE**

Cease and desist from committing waste, repair all damage to property and maintain property as required in the Deed of Trust.

**UNAUTHORIZED SALE  
OF PROPERTY (DUE  
ON SALE)**

Revert title to permitted vestee.

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IV

The sum owing on the obligation secured by the Deed of Trust is: Principal and interest **\$38,333.47** as of September 20, 2008, together with interest as provided in the note or other instrument secured from the 20<sup>th</sup> day of September, 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 condition of the property, title, possession, or encumbrances on **April 10, 2009**. The defaults referred to in paragraph III must be cured by **March 30, 2009** (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 **March 30, 2009** (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 **March 30, 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 Trustee to the Borrower and Grantor at the following address:

Al Urness  
18627 94<sup>th</sup> Drive  
Stanwood, WA 98292

by both first class and certified mail on November 6, 2008, proof of which is in the possession of the Trustee, and said written notice of default was posted in a conspicuous place on the real property described in paragraph I above on November 6, 2008, 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.

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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 waiver of any proper grounds for invalidating the Trustee's sale.

X

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) the 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; (3) the Guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, 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; and (5) 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.

XI

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

DATED this 29<sup>th</sup> day of December, 2008.

SKAGIT LAW GROUP, PLLC

By Kate Szurek  
Kate Szurek, WSBA #26723  
Successor Trustee  
227 Freeway Drive, Suite B / P. O. Box 336  
Mount Vernon, WA 98273  
Telephone: (360) 336-1000

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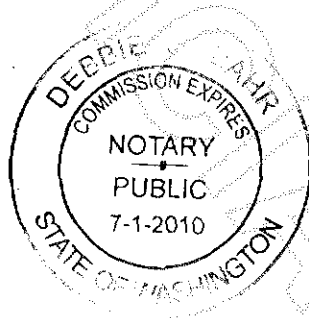


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State of Washington    )  
                                      ) ss  
County of Skagit        )

I certify that I know or have satisfactory evidence that Kate Szurek is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional limited liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: December 29, 2008.



Debbie J. Bahr  
NOTARY PUBLIC in and for the State of Washington  
Printed Name: Debbie J. Bahr  
My appointment expires: 07-01-2010

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