



200901090080  
Skagit County Auditor

1/9/2009 Page 1 of 4 3:17PM

FILED FOR RECORD AT REQUEST OF:  
FIRST AMERICAN TITLE INSURANCE  
COMPANY  
c/o ForeclosureLink, Inc.  
4401 Hazel Ave, Ste 225  
Fair Oaks, CA 95628

Loan #: 0143450997  
Title #: 3882179  
TS #: fc20695-5

GUARDIAN NORTHWEST TITLE CO.

95664

**NOTICE OF TRUSTEE'S SALE**

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee will on 04/17/2009 at the hour of 10:00AM AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. VERNON, WA, 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:

PTN S1/2 OF SW1/4, 12-34-4 E W.M. SEE ATTACHED FOR FULL LEGAL DESCRIPTION.

Tax ID No. (P24577) 340412-0-024-0004

Commonly known as: 13485 STATE ROUTE 9, MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust Recorded on 06/17/2005 AS AUDITOR NO. 200506170016, records of Skagit County, Washington, from SHERRY M. HENDERSON, as Grantor(s), to WASHINGTON ADMINISTRATIVE SERVICES, INC., as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SOLELY AS NOMINEE FOR LENDER, as Beneficiary, the beneficial interest of which was assigned to SUNTRUST MORTGAGE, INC., under an Assignment recorded under Auditor's File No. 200812090075.

II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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:

Monthly Payment: 1 monthly payments of \$1,487.91 each; (07/01/2008): \$1,487.91

Monthly Payment: 6 monthly payments of \$1,524.48 each; (08/01/2008 through 01/01/2009): \$9,146.88

Late Charges: Late Charges of \$62.00 for each monthly payment not made within 15 days of its due date: \$434.00

Account Deficit: \$9.00

TOTAL MONTHLY PAYMENTS, LATE CHARGES AND ACCOUNT DEFICIT:  
\$11,077.79

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$248,000.00, together with interest as provided in the note or other instrument secured from 06/01/08, 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 April 17, 2009. The default(s) referred to in paragraph III must be cured by April 6, 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 April 6, 2009 (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 April 6, 2009 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest 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 Grantor or the Grantor's successor in interest at the following address(es):

13485 State Route 9, Mount Vernon, WA 98273  
22833 Bothell Everett Hwy PMB 1618, Ste. 110, Bothell, WA 98021

by both first class and certified mail on December 8, 2008, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on December 8, 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 objections 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 20<sup>th</sup> 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 20<sup>th</sup> 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 IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



### Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 34 North, Range 4 East, W.M., EXCEPT all road and railroad right-of-way; AND ALSO EXCEPT Drainage District No. 21 ditch right-of-way;

ALSO that portion of the Southwest 1/4 of the Southwest 1/4, Section 12, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said Southwest 1/4 of the Southwest 1/4, 501 feet South of its Northeast corner; thence South on said East line 229 feet; thence South 85 degrees 30' West 236 feet; thence North 5 degrees 45' West, 132.5 feet; thence North 85 degrees 38' East 100 feet; thence North 9 degrees 04' East 100 feet; thence North 85 degrees 30' East 133.5 feet to the place of beginning, EXCEPT any portion thereof lying within the boundaries of that certain tract conveyed to Jesse R. Wilcox, by Deed dated January 10, 1918 and recorded December 20, 1918 in Volume 108 of Deeds, page 381, under Auditor's File No. 129565;

TOGETHER WITH a non-exclusive easement for utility purposes and for the purposes of ingress and egress over and across the following described parcels and land, EXCEPTING from said strips of land any portion lying within the boundaries of the Burlington Northern, Inc., railroad right-of-way formerly Northern Pacific Railroad right-of-way.

Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 34 North, Range 4 East, W.M.; thence West 20 feet; thence South 160 feet; thence South 43 degrees 51' East 20 feet; thence North 46 degrees 09' East to the East line of said Southwest 1/4 of the Southwest 1/4; thence North along said East line to the point of beginning.

Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 34 North, Range 4 East, W.M.; thence West 20 feet; thence South 160 feet; thence South 43 degrees 51' East 20 feet to the true point of beginning; thence North 43 degrees 51' West 20 feet; thence South 46 Degrees 09' West 94 feet; thence South 9 degrees 04' West 290 feet; thence North 85 degrees 30' East 20 feet; thence North 9 degrees 04' East to a point that bears South 46 degrees 09' West from the true point of beginning; thence North 46 degrees 09' East to the true point of beginning.



200901090080

Skagit County Auditor

1/9/2009 Page

4 of

4 3:17PM