

When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104



200901120100

Skagit County Auditor

1/12/2009 Page 1 of 5 1:19PM

Trustee's Sale No: 01-SF-64791



GUARDIAN NORTHWEST TITLE CO

95923-2

NOTICE OF TRUSTEE'S SALE

Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq.

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on **April 10, 2009**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG., 3RD & KINCAID, MT. VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, AS MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO.

PH0117

Tax Parcel No: ~~P46117~~, commonly known as 8178 FISH HATCHERY LANE NORTH, MARBLEMOUNT, WA.

The Property is subject to that certain Deed of Trust dated 11/20/2002, recorded 12/9/2002, under Auditor's/Recorder's No. 200212090051, records of SKAGIT County, Washington, from MARREN D. AVERY AND BOB YARBROUGH, WIFE AND HUSBAND, as Grantor, to PRLAP, INC., as Trustee, in favor of BANK OF AMERICA, N.A., as Beneficiary, the beneficial interest in which is presently held by BANK OF AMERICA, N.A.,.

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

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 5/3/2008, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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

	Amount due as of January 9, 2009
Loan # 99 and 01	
9 Delinquent Payments from May 03, 2008	\$ 1,876.76
Late Charges:	\$ 37.96
Beneficiary Advances:	\$ 1,261.38
Suspense Credit:	\$ 0.00
TOTAL:	\$ 3,176.10

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$19,869.52, 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 expenses 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 10, 2009. The default(s) 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 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 at 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 Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

BOB YARBROUGH, 8178 FISH HATCHERY NORTH LANE, MARBLEMOUNT, WA, 98267
BOB YARBROUGH, PO BOX 202, MARBLEMOUNT, WA, 98267
MARREN D. AVERY, 8178 FISH HATCHERY NORTH LANE, MARBLEMOUNT, WA, 98267
MARREN D. AVERY, PO BOX 202, MARBLEMOUNT, WA, 98267

by both first class and certified mail on 12/3/2008, proof of which is in the possession of the Trustee; and on 12/3/2008, the Borrower and Grantor were personally served 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's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of 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 same 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.

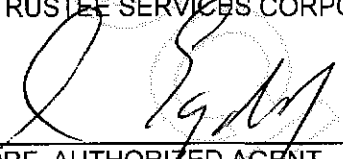
X

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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

DATED: January 7, 2009.

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee


By 
ANNA EGDORF, AUTHORIZED AGENT
Address: 616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550
Sale Information: www.rtrustee.com



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On January 7, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally ANNA EGDORF, to me known to be the AUTHORIZED AGENT of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



NOTARY PUBLIC in and for the State of
Washington, residing at: Seattle
My commission expires: 8/16/11

KRISTINA DAUTERMAN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
08-16-11



200901120100

Skagit County Auditor

EXHIBIT FOR LEGAL DESCRIPTION

Trustee's Sale No. 01-SF-64791

UNNOTED

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST AND NORTHERLY OF THE RIGHT OF WAY OF A TRUCK LOGGING ROAD BUILT BY BRADSBERRY TIMBER COMPANY; EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY TO ROCKPORT-CASCADE COUNTY ROAD; AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 662758, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO EXCEPT ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 0 DEG 27' 50" EAST ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 461.88 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8405310052, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG SAID EASEMENT LINE NORTH 59 DEG. 21' 20" EAST A DISTANCE OF 214.50 FEET; THENCE NORTH 89 DEG. 34' 10" EAST ALONG SAID EASEMENT LINE A DISTANCE OF 87.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG. 34' 10" EAST ALONG SAID EASEMENT LINE A DISTANCE OF 110.70 FEET; THENCE NORTH 88 DEG 03' 20" EAST ALONG SAID EASEMENT LINE A DISTANCE OF 10.31 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ROCKPORT-CASCADE COUNTY ROAD; THENCE NORTH 25 DEG 06' 30" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 245 FEET MORE OR LESS TO THE LEFT BANK OF THE CASCADE RIVER; THENCE WESTERLY ALONG THE LEFT BANK OF THE CASCADE RIVER TO A LINE THAT IS 120 FEET FROM AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE SOUTH 25 DEG. 06' 30" EAST ALONG SAID LINE A DISTANCE OF 240 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING
*****ABBREVIATED LEGAL PROVIDED AS A COURTESY***** PTN NW 1/4 NW 1/4 SEC. 17, T35N R11E W.M. SKAGIT CO. WA



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