



200901160118

Skagit County Auditor

1/16/2009 Page 1 of 5 1:33PM

AFTER RECORDING RETURN TO:
Bishop, White & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527
Ref: McClure, Bryan P. and Katia V., 1224.0816461

GUARDIAN NORTHWEST TITLE CO

Reference Number(s) of Documents assigned or released: 200610300120

96103

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

Grantee: Bryan P. McClure and Katia V. McClure, husband and wife

Abbreviated Legal Description as Follows: Unit 8, 'Amendment to Westpoint, a condominium'

Assessor's Property Tax Parcel/Account Number(s): P116716

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

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White & Marshall, P.S. will on April 17, 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;

Unit 8, 'Amendment to WestPoint, a Condominium', as recorded September 7, 2000 under Skagit County Auditor's File No. 200009070034, an Amendment to "WestPoint Condominium", as recorded April 20, 2000, under Auditor's File No. 200004200062

which is subject to that certain Deed of Trust dated October 24, 2006, recorded October 30, 2006, under Auditor's File No. 200610300120 records of Skagit County, Washington, from Bryan P. McClure and Katia V. McClure, husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a nominee for Taylor, Bean & Whitaker

NOTICE OF TRUSTEE'S SALE - 1

Fcwantsnofver1.3

Mortgage Corp. and its successors and assigns 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 7/1/2008 through 1/1/2009:

7 payment(s) at \$1240.12

Total: 8,680.84
Late Charges:

7 late charge(s) at \$49.40
for each monthly payment not made within 15 days of its due date

Total Late Charges 345.80
TOTAL DEFAULT \$9,026.64

- ii)

Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

Delinquent Homeowner's Assessment Lien, plus interest and penalties.

Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: \$182,400.00, together with interest from June 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

NOTICE OF TRUSTEE'S SALE - 2
Fcwantsnofver1.3



200901160118
Skagit County Auditor

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 payments, late charges, or other defaults 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, 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 April 6, 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 December 16, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on December 16, 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 OF TRUSTEE'S SALE - 3
Fcwantsnofver1.3



200901160118
Skagit County Auditor

'Mailing List'

Bryan P. McClure
717 Westpoint Dr
Burlington, WA 98233

Katia V. McClure
717 Westpoint Dr
Burlington, WA 98233

Bryan P. McClure
745 Westpoint Pl
Burlington, WA 98233

Katia V. McClure
745 Westpoint Pl
Burlington, WA 98233

Bryan P. McClure
525 E College Way #G
Mount Vernon, WA 98273

Katia V. McClure
525 E College Way #G
Mount Vernon, WA 98273



200901160118
Skagit County Auditor