

**After Recording, Return to:**  
**Vonnie McElligott**  
**Northwest Trustee Services, INC.**  
**P.O. Box 997**  
**Bellevue, WA 98009-0997**



200901280154

Skagit County Auditor

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**File No.:** 7777.27134 **GUARDIAN NORTHWEST TITLE CO**  
**Grantors:** Northwest Trustee Services, Inc. 95228  
U.S. Bank National Association, as Trustee for the Structured Asset Investment  
Loan Trust, 2005-HE2  
**Grantee:** James M. Zuchowski, as his separate estate  
**Tax Parcel ID No.:** 5100-002-053-0000 (L84050)  
**Abbreviated Legal:** Lot 53, "Revised Map of Survey of Shelter Bay Division No. 2, Tribal and  
Allotted Lands of Swinomish Indian Reservation"

**Notice of Trustee's Sale**

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **May 1, 2009**, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skagit, State of Washington:

A Leasehold interest in the following described property: Lot 53, Revised Map of Shelter Bay Div. 2, Tribal and Allotted Lands of Swinomish Indian Reservations, as recorded March 17, 1970, in Volume 43 of Official Records, Pages 833 through 838, Records of Skagit County, Washington. Situated in Skagit County, Washington.

Commonly known as: 53 Swinomish Drive  
La Conner, WA 98257

which is subject to that certain Deed of Trust dated 04/25/05, recorded on 05/05/05, under Auditor's File No. 200505050082, records of Skagit County, Washington, from James M. Zuchowski, a married man as his sole and separate property, as Grantor, to Chicago Title Company - Island Division, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. "MERS" to U.S. Bank National Association, as Trustee for the Structured Asset Investment Loan Trust, 2005-HE2, under an Assignment/Successive Assignments recorded under Auditor's File No. 200811240079.

\*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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 or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

		Amount due to reinstate by 01/22/09
Monthly Payments		\$18,352.66
Late Charges		\$777.28
Lender's Fees & Costs		\$1,513.36
Total Arrearage	\$20,643.30	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$675.00
Title Report		\$0.00
Statutory Mailings		\$34.44
Recording Costs		\$28.00
Postings		\$57.50
Sale Costs		\$0.00
Total Costs	\$794.94	
Total Amount Due:		\$21,438.24

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$328,000.00, together with interest as provided in the note or other instrument evidencing the Obligation from 06/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on May 1, 2009. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 04/20/09 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 04/20/09 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 04/20/09 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any



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recorded junior lien or encumbrance paying the entire balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

James M. Zuchowski  
53 Swinomish Drive  
La Conner, WA 98257

Unknown Spouse and/or Domestic Partner  
of James M. Zuchowski  
53 Swinomish Drive  
La Conner, WA 98257

Shelter Bay Community, Inc  
Attn: Judy Grosvenor  
1000 Shoshone Drive  
La Conner, WA 98257

Bureau of Indian Affairs, Puget Sound Agency  
Attn: Judiy Joseph, Superintendent  
2707 Colby Avenue, Suite 1101  
Everett, WA 98201-3665

Shelter Bay Company  
Attn: Judy Grosvenor  
1000 Shoshone Drive  
La Conner, WA 98257

Swinomish Indian Tribal Community Constitution Body  
P.O. Box 817  
La Conner, WA 98252

by both first class and either certified mail, return receipt requested on 11/17/08, proof of which is in the possession of the Trustee; and on 11/17/08 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the 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 20<sup>th</sup> day following the sale, as against the Grantor under the Deed of



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