



200902170214

Skagit County Auditor

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AFTER RECORDING RETURN TO:

Bishop, White & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527

Ref: Magerkurth, Michael E. and Tobosa-Magerkurth, Stephanie A., 052.0900941

Reference Number(s) of Documents assigned or released: 200608100119

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

GUARDIAN NORTHWEST TITLE CO.
96349

Grantee: Michael E Magerkurth, and, Stephanie A Tobosa-Magerkurth, husband and wife

Abbreviated Legal Description as Follows: Lots 16 and 17, Block 7, 'Plat of Hensler's First Addition to the City of Anacortes, Skagit Co., Wash.'

Assessor's Property Tax Parcel/Account Number(s): P57356

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

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White & Marshall, P.S. will on May 22, 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;

Lots 16 and 17, Block 7, 'Plat of Hensler's First Addition to the City of Anacortes, Skagit Co., Wash', according to the plat thereof recorded in Volume 3 of Plats, Page 46, records of Skagit County, Washington.

which is subject to that certain Deed of Trust dated August 3, 2006, recorded August 10, 2006, under Auditor's File No. 200608100119 records of Skagit County, Washington, from Michael E Magerkurth, and, Stephanie A Tobosa-Magerkurth, husband and wife, as Grantor, to First American Title, as Trustee, to secure an obligation in favor of Navy Federal Credit Union as

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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 10/1/2008
through 2/1/2009:

5 payment(s) at \$1550.11

Total: 7,750.55
Late Charges:

5 late charge(s) at \$54.48
for each monthly payment not made within 15 days of
its due date

Total Late Charges 272.40
Property Inspection 30.00
TOTAL DEFAULT \$8,052.95

IV

The sum owing on the obligation secured by the Deed of Trust is: \$205,131.23, together with interest from September 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

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 May 22, 2009. The payments, late charges, or other defaults must be cured by May 11, 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 May 11, 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

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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 May 11, 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 January 15, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 15, 2009, 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 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 proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW.



EFFECTIVE DATE: February 15, 2009

By: William L. Bishop, Jr.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527

On this 13th day of February, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White & Marshall, P.S., 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 states that they are authorized to execute the said instrument.

A circular notary seal for Esther Lee, a Notary Public in the State of Washington. The seal features her name "ESTHER LEE" at the top, "COMMISSION EXPIRES" and "NOTARY" in the upper middle, "PUBLIC" and "08-01-11" in the lower middle, and "STATE OF WASHINGTON" at the bottom. The entire seal is enclosed in a double-lined circular border.

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'Mailing List'

Michael E. Magerkurth
1016 28th St
Anacortes, WA 98221

Stephanie A. Tobosa-Magerkurth
1016 28th St
Anacortes, WA 98221

Magerkurth Family Trust
1016 28th St
Anacortes, WA 98221

Magerkurth Family Trust
c/o Michael E. Magerkurth, trustee
1016 28th St
Anacortes, WA 98221

Magerkurth Family Trust
c/o Michael E. Magerkurth, trustee
1818 37th St
Anacortes, WA 98221

Michael E. Magerkurth
1818 37th St
Anacortes, WA 98221

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