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

200902200090
Skagit County Auditor
2/20/2009 Page 1 of 4 1:40PM

GUARDIAN NORTHWEST TITLE CO.
96261

File No.: **7301.24493**
Grantors: **Northwest Trustee Services, Inc.**
CitiMortgage, Inc.
Grantee: **Jon A. Powell, as his sole and separate property**
Tax Parcel ID No.: 4175-000-013-0014 (P77350)
Abbreviated Legal: Lot 13, "Trowbridge Addition to the Town of Sedro Woolley"

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **May 22, 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:

LOT 13, "TROWBRIDGE ADDITION TO THE TOWN OF SEDRO-WOOLLEY," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE NORTH 5 FEET THEREOF. SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly known as: 309 WEST STATE STREET
SEDRO WOOLLEY, WA 98284

which is subject to that certain Deed of Trust dated 05/05/05, recorded on 05/09/05, under Auditor's File No. 200505090171, records of Skagit County, Washington, from JON A. POWELL, an unmarried man, as his sole and separate property, as Grantor, to Joan H. Anderson, EVP on behalf of Flagstar Bank, FSB, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Flagstar Bank, FSB., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to CitiMortgage, Inc., under an Assignment/Successive Assignments recorded under Auditor's File No. 200902100039.

*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.

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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 02/18/2009
Monthly Payments		$13,782.24
Late Charges		$502.50
Lender's Fees & Costs		$175.81
Total Arrearage	$14,460.55	
Trustee's Expenses (Itemization)		
Trustee's Fee		$607.50
Title Report		$905.04
Statutory Mailings		$11.48
Recording Costs		$28.00
Postings		$57.50
Sale Costs		$0.00
Total Costs	$1,609.52	
Total Amount Due:		$16,070.07

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of $245,920.59, together with interest as provided in the note or other instrument evidencing the Obligation from 08/01/08, 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 22, 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 05/11/09 (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 05/11/09 (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 05/11/09 (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 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.

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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

JON A. POWELL
309 WEST STATE STREET
SEDRO WOOLLEY, WA 98284

UNKNOWN SPOUSE AND/OR DOMESTIC PARTNER OF JON A. POWELL
309 WEST STATE STREET
SEDRO WOOLLEY, WA 98284

by both first class and either certified mail, return receipt requested on 01/14/09, proof of which is in the possession of the Trustee; and on 01/14/09 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 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.

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The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

EFFECTIVE: 02/18/2009

Northwest Trustee Services, Inc., Trustee

By _____
Authorized Signature
P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Kathy Taggart
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kathy Taggart is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged she as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 18, 2009

BRIAN C. PHAM
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
12-28-12

_____
NOTARY PUBLIC in and for the State of Washington, residing at Bellevue
My commission expires 12-28-2012

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7301.24493
Client: CitiMortgage, Inc.
Borrower: POWELL, JON A.

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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