

AFTER RECORDING RETURN TO:

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

Ref: Waggoner, Stanley Mark and Michelle R., 485.0810011



200903120086

Skagit County Auditor

3/12/2009 Page 1 of 7 1:45PM

Reference Number(s) of Documents assigned or released: 200512130061

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

GUARDIAN NORTHWEST TITLE CO.

95351

Grantee: Mark Waggoner and Michelle R Waggoner, married to each other

Abbreviated Legal Description as Follows: Section 17, Township 35, Range 6; Ptn. SE NW

Assessor's Property Tax Parcel/Account Number(s): P41417

**NOTICE: DUE TO YOUR DISCHARGE IN BANKRUPTCY, YOU ARE NOT PERSONALLY LIABLE FOR THE UNPAID BALANCE ON YOUR LOAN WITH THE BENEFICIARY, ITS SUCCESSORS IN INTEREST AND/OR ASSIGNEES. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.**

**NOTICE: ALTHOUGH WE ARE A DEBT COLLECTOR, THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST. ANY INFORMATION YOU PROVIDE WILL BE USED FOR PURPOSES OF FORECLOSING THIS DEED OF TRUST DESCRIBED BELOW.**

### AMENDED NOTICE OF TRUSTEE'S SALE

I

**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;

Legal Description attached hereto and made a part hereof.

NOTICE OF TRUSTEE'S SALE - 1

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which is subject to that certain Deed of Trust dated November 28, 2005, recorded December 13, 2005, under Auditor's File No. 200512130061 records of Skagit County, Washington, from Mark Waggoner and Michelle R Waggoner, married to each other, as Grantor, to PRLAP, Inc., as Trustee, to secure an obligation in favor of Bank of America, N.A. 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 2/1/2008 through 3/1/2009:**

**6 payment(s) at \$738.80  
8 payment(s) at \$1048.44**

<b>Total:</b>	12,820.32
Accrued Late Charges:	\$ 221.64
Lender's Other Fees	105.50
Previous Foreclosure Fees and Costs	2,483.87
<b>TOTAL DEFAULT</b>	<u>\$15,631.33</u>

- ii)

<b>Default</b>	<b>Description of Action Required to Cure and Documentation Necessary to Show Cure</b>
Delinquent general taxes for 2nd half of 2008, plus penalties and interest	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: \$79,873.26, together with interest from January 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.

NOTICE OF TRUSTEE'S SALE - 2  
Fcwantsnofver1.3



200903120086  
Skagit County Auditor

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 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 August 4, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on August 4, 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.



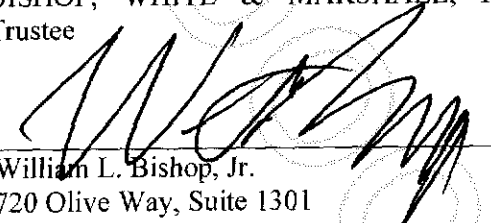
NOTICE TO OCCUPANTS OR TENANTS

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 trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> 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.

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustee's Sale, or the last Trustee's Sale under any deed of trust granted to secure the same debt; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

EFFECTIVE DATE: March 12, 2009

BISHOP, WHITE & MARSHALL, P.S., Successor  
Trustee

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

State of Washington    )  
                                  ) ss.  
County of King         )

On this 11<sup>th</sup> day of March, 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.

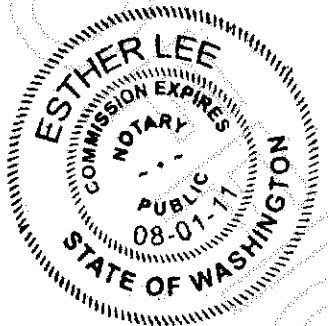
NOTICE OF TRUSTEE'S SALE - 4  
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200903120086  
Skagit County Auditor

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

*Esther Lee*

Name: Esther Lee  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 8-1-2011



NOTICE OF TRUSTEE'S SALE - 5  
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200903120086  
Skagit County Auditor

3/12/2009 Page

5 of 7 1:45PM

### Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

#### PARCEL "A":

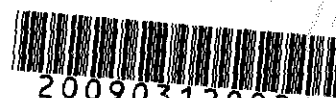
That portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 418.6 feet North and 16 feet East of the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section; thence East 58 feet; thence South 50 feet; thence West 58 feet; thence North 50 feet, more or less, to the point of beginning.

#### PARCEL "B":

That portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 418.6 feet North and 16 feet East of the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section; thence East 58 feet; thence South 50 feet to the true point of beginning; thence South to the North marginal line of the Old Lyman Highway; thence Westerly along said marginal line to its intersection with the Easterly marginal line of Reece Street; thence Northerly along said East marginal line of Reece Street to a point due West of the true point of beginning; thence East to the true point of beginning, EXCEPT that portion, if any, lying Westerly of the East line of the West 16 feet of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section.



200903120086  
Skagit County Auditor

3/12/2009 Page

6 of 7 1:45PM

**'Mailing List'**

Stanley M Waggoner, aka Mark Waggoner  
8287 Davis Lane  
Lyman, WA 98263

Michelle R. Waggoner  
8287 Davis Lane  
Lyman, WA 98263

Stanley M Waggoner, aka Mark Waggoner  
PO Box 1314  
Lyman, WA 98263

Michelle R. Waggoner  
PO Box 1314  
Lyman, WA 98263



200903120086

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