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



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File No.:

7886,21444

Grantors:

Northwest Trustee Services, Inc.

National City Mortgage a division of National City Bank of Indiana nka

National City Bank

Grantee:

Dale J. Matthews and Angela L. Matthews, husband and wife

Tax Parcel ID No.: 350617-0-140-0201 (P106745)

JARDIAN NORTHWEST TITLE CO.

Abbreviated Legal: Section 17, Township 35, Range 6; Pnt. NW

Notice of Trustee's Sale

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

200505120126

On June 26, 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:

Parcel "A": Portion of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 6 East, W.M., described as follows: Beginning at a point on the West line of said subdivision 873 feet North of the Southwest corner thereof; thence East 120 feet; thence North to the South line of Puget Sound and Baker River Railway right-of-way; thence Westerly along South line of said right-of-way to the West line of said subdivision; thence South to the Point of Beginning; except the South 97 feet thereof; situate in the County of Skagit, State of Washington. Parcel 'B": All that portion of the abandoned Puget Sound and Baker River Railroad lying North of and adjacent to the following described tract: Beginning at a point 873 feet North of the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 6 East, W.M.; thence East 120 feet; thence North to the Puget Sound and Baker River Railway; thence West to a point North of the Point of Beginning; thence South to the Point of Beginning; situate in the County of Skagit, State of Washington. Parcel "C": Beginning at the Northwest corner of the Northeast 1/4 of Section 17, Township 35 North, Range 5 East, W.M.; thence South 02 degrees 03' 18" West along the West line of said Northeast 1/4, a distance of 293.65 feet to the North right of way line of the Puget Sound and Baker River Railway conveyed by instrument recorded May 16, 1907, in Volume 62 of deeds, Page 369, records of Skagit County, Washington, as shown on survey file in Volume 20 of surveys, at Page 73 under Auditor's File No. 9802270078, records of Skagit County, Washington, and the Point of Beginning of this description; thence North 56 degrees 26' 13" East, a distance of 43.95 feet; thence North 76 degrees 17' 16" East, a distance of 29.35 feet; thence North 88 degrees 25' 28" East, a distance of 59.87 feet; thence South 02' degrees 52' 33" East, a distance of 15.35 feet to the North line of said Puget Sound and Baker River. Railway; thence Westerly along the North line of said railway, a distance of 127.32 feet to the Point of

Beginning of this description. Situate in the County of Skagit, State of Washington. 1988 Skyline/Oakmanor HUD TAG# ORE162340 & ORE162341.

Commonly known as:

31439 Prevedell Road

Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 05/11/05, recorded on 05/12/05, under Auditor's File No. 200505120126, records of Skagit County, Washington, from Dale J. Matthews and Angela L. Matthews, husband and wife, as Grantor, to Land Title Co. of Skagit County, as Trustee, to secure an obligation "Obligation" in favor of National City Mortgage a division of National City Bank of Indana, as Beneficiary.

*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.

П.

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 Grantors 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 3/23/2009 | |
|-----------------------|--|--------------------------------------|--|
| Monthly Payments | | \$14,036.23 | |
| Late Charges | | \$561.47 | |
| Lender's Fees & Costs | | \$351.00 | |
| Total Arrearage | \$14,948.70 | | |
| Trustee's Expenses | | | |
| (Itemization) | | | |
| Trustee's Fee | | \$725.00 | |
| Title Report | The second of th | \$685.80 | |
| Statutory Mailings | | \$11.48 | |
| Recording Costs | | \$0.00 | |
| Postings | | \$57.50 | |
| Sale Costs | · · · · · · · · · · · · · · · · · · · | /// \$0.00 | |
| Total Costs | <u>\$1,479.78</u> | | |
| Total Amount Due: | | \$16,428.48 | |
| | | | |

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$139,207.03, together with interest as provided in the note or other instrument evidencing the Obligation from 02/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

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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, encumbrancesor condition of the Property on June 26, 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 by06/15/09 (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 06/15/09 (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 after06/15/09 (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 Deedof 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

Dale J. Matthews 31439 Prevedell Road Sedro Wooley, WA 98284 Angela L. Matthews 31439 Prevedell Road Sedro Wooley, WA 98284

by both first class and either certified mail, return receipt requested on 02/18/09, proof of which is in the possession of the Trustee; and on 02/18/09 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.

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

EFFECTIVE: 3/23/2009

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Chris Ashcraft

(425) 586-1900

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Chois Ashera I is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/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: 3/23/09

JESSICA K. MAY

STATE OF WASHINGTON

NOTARY --- PUBLIC

MY COMMISSION EXPIRES 04-19-09

OTARY PUBLIC in and for the State of

Washington, residing at My commission expires

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: 7886.21444

Client: National City Mortgage Co.

Borrower: Matthews, Dale J. and Angela L.

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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