

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



200903270060

Skagit County Auditor

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CHICAGO TITLE CO.

020001326

File No.: 8237.20085
Grantors: Northwest Trustee Services, Inc.
Beneficial Washington Inc.
Grantee: Herb Losey also shown of record as Herbert V. Losey, as his separate estate and Sammy R. Adams and Sue Nelson, as Trustees of The Adams Losey Trust dated June 23, 2008 in indeterminate interest
Tax Parcel ID No.: P23376
Abbreviated Legal: Ptn Gov Lot 6, 1-34-04
Reference No. 200609280087

Notice of Trustee's Sale

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

I.

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": A tract of land in Government Lot 6 of Section 1, Township 34 North, Range 4 East, W.M., described as follows: Beginning at the intersection of the West boundary line of Front Street with the North boundary line of School Drive; thence North 5 degrees 50' West along the East boundary of Front Street, 260.0 feet; thence West 50.00 feet, more or less, to a point on the East right of way line of Puget Sound and Cascade Railway, said point being the true point of beginning; thence North 5 degrees 50' West along said East right of way line 280.00 feet; thence West 50.0 feet to a point on the West right of way line of said Puget Sound and Cascade Railway; thence South 5 degrees 50' East along said West right of way line 280.0 feet; thence East 50.0 feet to the true point of beginning. Situate in the County of Skagit, State of Washington. Parcel "B": That unplatted portion of land, less all County roads, railway or street rights of way in the North Park Addition to Clear Lake, Washington, in Lot 6, Section 1, Township 34 North, Range 4 East, W.M., described as follows: Beginning at the intersection point of the West boundary line of Front Street with the North boundary line of School Drive; thence North 5 degrees 50' West along the West boundary of Front Street for a distance of 769.77 feet, more or less, to an intersection with the South boundary of the County road or Division Drive; thence West along the South boundary of Division Drive for a distance of 50 feet, more or less, to an intersection with the East boundary line fence of the Puget Sound and Cascade Railway right of way; thence South 5 degrees 50' East along said right of way fence for a distance of 769.77 feet, more or less, to an intersection with North boundary line of School Drive; thence East along said North boundary of School Drive for a distance of 50 feet, more or less, to point of beginning, excepting the South 260 feet, and excepting the North 229.77 feet. Situate in the County of Skagit, State of Washington

Commonly known as: 12332 North Front Street
Clear Lake, WA 98235

which is subject to that certain Deed of Trust dated 09/26/06, recorded on 09/28/06, under Auditor's File No. 200609280087, records of Skagit County, Washington, from Herbert Losey, who also shows of record as Herbert V Losey and Sammy Adams, who also shows of record as Sammy R. Adams, each as their separate property, as Grantor, to Land Title Company, as Trustee, to secure an obligation "Obligation" in favor of Beneficial Washington Inc., 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.

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 3/27/2009
Monthly Payments		\$6,527.04
Late Charges		\$652.64
Lender's Fees & Costs		\$1,018.00
Total Arrearage	\$8,197.68	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$607.50
Title Report		\$655.56
Statutory Mailings		\$34.44
Recording Costs		\$14.00
Postings		\$70.00
Total Costs	<u>\$1,381.50</u>	
Total Amount Due:		\$9,579.18

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$97,230.86, together with interest as provided in the note or other instrument evidencing the Obligation from 07/01/08, 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 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 by 06/15/09 (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 after 06/15/09 (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 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

SAMMY ADAMS
12332 N FRONT ST
CLEARLAKE, WA 98235

SAMMY ADAMS
305 W STEWART RD
MOUNT VERNON, WA 98273-966

Herbert Losey aka Herbert V. Losey
12332 N FRONT ST
CLEARLAKE, WA 98235

Herbert Losey aka Herbert V. Losey
305 W STEWART RD
MOUNT VERNON, WA 98273

The Adams Losey Trust,
Sammy R. Adams Trustor and
Sammry R. Adams and
Sue Nelson, Trustees
12332 N FRONT ST
CLEARLAKE, WA 98235

The Adams Losey Trust,
Sammy R. Adams Trustor and
Sammry R. Adams and
Sue Nelson, Trustees
305 W STEWART RD
MOUNT VERNON, WA 98273

by both first class and either certified mail, return receipt requested on 02/24/09, proof of which is in the possession of the Trustee; and on 02/24/09 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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