



200904010098  
Skagit County Auditor

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WHEN RECORDED RETURN TO:

John W. Weil  
1001 Southwest Fifth Avenue, Suite 2150  
Portland, Oregon 97204

GUARDIAN NORTHWEST TITLE CO.

96467

360429-4-005-0400  
P 111516

**Notice of Trustee's Sale**

**PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, ET SEQ**

**I.**

Notice is hereby given that the undersigned Trustee will on the **14<sup>th</sup> day of August, 2009, at the hour of 11:00 a.m., at Skagit County Courthouse in the City of Mount Vernon, Washington,** sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

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

Tract "B" Skagit County Short Plat No. 96-0108, approved April 24, 1997, and recorded May 5, 1997 in Volume 12 of Short Plats, page 198, under Auditor's File No. 9705050109, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 36 North, Range 4 East, W.M.

TOGETHER WITH an easement for ingress and egress over and across a certain parcel of land shown as Humphrey Lane on the face of Short Plat No. 4-84, approved September 21, 1984, and recorded September 25, 1984, in Volume 6 of Short Plats, page 171, under Auditor's File No. 8409250014, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 36 North, Range 4 East, W.M.

ALSO TOGETHER WITH a 20 foot access and utility easement, over and across Tract "A" of Short Plat No. 96-0108 as shown on the face of said Short Plat.

which is now subject to a Deed of Trust, dated September 25, 2007 and recorded March 25, 2008, Auditor's No. 200803250031 in the Records of Skagit County, Washington.

**II.**

No action commenced by the beneficiary of the Deed of Trust or the beneficiary's successor is now pending to seek satisfaction of the obligation secured by the Deed of Trust in any Court by reason of the Borrower's or 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: Failure to pay when due the following amounts which are now in arrears:

- a. Failure to pay monthly payments of \$2,235.34. No payments have been received since November 1, 2008. The past due amount is \$11,239.90 which includes per diem of \$63.20 as of March 30, 2009.

1. **OTHER CHARGES, COSTS AND FEES:**

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following charges, costs and fees to reinstate the Deed of Trust if reinstatement is made before recording of the Notice of Trustee's Sale:

|    |  |             |
|----|--|-------------|
| a. | Cost of Title Report for foreclosure             | \$ 851.04   |
| b. | Recording fees                                   | \$ 15.00    |
| c. | Service/Posting of Notice of Default (estimated) | \$ 55.00    |
| d. | Postage/Copying Expense                          | \$          |
| e. | Trustee's fee                                    | \$          |
| f. | Attorney's fee                                   | \$ 1,400.00 |
| g. | Inspection fees                                  | \$          |
| h. | Long distance telephone charges                  | \$          |

**TOTAL ESTIMATED CHARGES, COSTS AND FEES \$ 2,321.04**

**IV.**

The sum owing on the obligation secured by the Deed of Trust is: Principal \$225,504.31 together with interest in the amount of \$22,405.40, through March 30, 2009, 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 expenses 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 the 14<sup>th</sup> day of August, 2009. The defaults referred to in paragraph III must be cured by the 3<sup>rd</sup> day of August, 2009 (eleven (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 the 3<sup>rd</sup> day of August, 2009 (eleven days before the sale date), the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 3<sup>rd</sup> day of August, 2009 (eleven (11) days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest 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 addresses:

|  |   |  |
|--|---|--|
| Occupants<br>4862 Humphrey Hill Road<br>Sedro Woolley, WA 98284  | Jerry A. Hayes, Jr.<br>4862 Humphrey Hill Road<br>Sedro Woolley, WA<br>98284        | Edith M. Hayes<br>4862 Humphrey Hill Road<br>Sedro Woolley, WA 98284 |
| American General Financial Services, Inc<br>1616 N. 18 <sup>th</sup> Street, Suite 120<br>Mount Vernon, WA 98273 | United Rentals Northwest<br>c/o Norman C. Dick<br>PO Box 1549<br>Longview, WA 98632 |  |



by both first class and certified or registered mail on the 9<sup>th</sup> day of March, 2009, proof of which is in the possession of the Trustee.

A written notice of default was posted on the property commonly known as **4862 Humphrey Hill Road, Sedro Woolley, WA 98284** on March 17, 2009.

**VII.**

The Trustee whose name and address are set forth below 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.

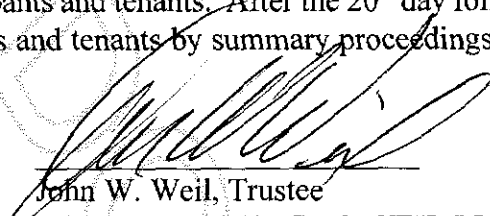
**IX.**

Anyone having any 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 OCCUPANT 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.

  
John W. Weil, Trustee  
HOOPER ENGLUND & WEIL LLP  
1001 SW Fifth Avenue, Suite 2150  
Portland, OR 97204-2150  
(503)226-0500


Address for Personal Service in Washington:

Care of Joel Watkins  
Mikkelborg Broz Wells & Fryer PLLC  
1001 Fourth Avenue, Suite 3600  
Seattle, WA 98154

STATE OF OREGON  
COUNTY OF MULTNOMAH

I certify that I know or have satisfactory evidence that John W. Weil is the person who appeared before me, and said person acknowledged that John W. Weil signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30<sup>th</sup> day of March, 2009.

  
Amanda Jane Rickel, Notary Public for Oregon  
My appointment expires: 01/14/2013

