

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



200904280093

Skagit County Auditor

4/28/2009 Page 1 of 4 11:33AM

File No.: 7081.21633
Grantors: Northwest Trustee Services, Inc.
Flagstar Bank, FSB
Grantee: Margaret Jane Berkhouse, who acquired title as Margaret B. Laliberte, as her separate estate
Tax Parcel ID No.: 350813-0-035-0005 (P43843) & 350813-4-008-0000 (P43889)
Abbreviated Legal: Section 13, Township 35, Range 8; Ptn NW SE

GUARDIAN NORTHWEST TITLE CO.

96964

200712100201

Notice of Trustee's Sale

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

I.

On July 31, 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": That portion of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 8 East, W.M., described as follows: Beginning at a point which is South 34 degrees 45' West, 422 feet from a point set on the East and West centerline of Section 13, Township 35 North, Range 8 East, W.M., and 484.9 feet East on the same centerline from the center of the Section, an iron post set and recognized as the center; thence North 46 degrees 40' West, 206 feet along the county road; thence North 45 degrees 34' East, 251 feet along said old railroad; thence North 82 degrees 40' East, 91.2 feet along said railroad; thence South 89 degrees 53' East, 373.7 feet along said railroad; thence South 12 degrees 31' West, 252.5 feet; thence South 34 degrees 45' West, 363.5 feet to the county road; thence North 46 degrees 40' West, 314 feet to the place of beginning. Parcel "B": That portion of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 8 East, W.M., described as follows: Beginning at a point on the North line of Secondary State Highway No. 17-A, which is South 34 degrees 45' West from a point set on the East and West centerline of said Section 13, and 484.9 feet East on the same centerline from the center of the Section, an iron post set and recognized as such center; thence South 46 degrees 40' East along the Northerly line of said highway, 314 feet to the most Southerly corner of the Tract described in deed to Charles Howell recorded in Volume 200 of Deeds, Page 75, under Auditor's File No. 379188; thence North 34 degrees 45' East along the Easterly line of said Howell Tract, 158 feet to the true point of beginning; thence continuing North 34 degrees 45' East along said East line, 148 feet; thence Southeasterly parallel with the Northeasterly line of said Secondary State Highway No. 17-4 (now Highway 20) 69 feet; thence South 34 degrees 45' West 67 feet; thence Southwesterly 90 feet, more or less, to the true point of beginning. Situate in the County of Skagit, State of Washington

Commonly known as: 47667 Highway 20
Concrete, WA 98237

which is subject to that certain Deed of Trust dated 12/03/07, recorded on 12/10/07, under Auditor's File No. 200712100201, records of Skagit County, Washington, from Margaret Jane Berkhouse, who acquired title as Margaret B. Laliberte as her separate estate, 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 Hometown Mortgage Corp., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to Flagstar Bank, FSB, under an Assignment/Successive Assignments recorded under Auditor's File No. 200904020120.

*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 04/25/2009
Monthly Payments		\$9,566.20
Late Charges		\$478.30
Lender's Fees & Costs		\$7.50
Total Arrearage	\$10,052.00	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$675.00
Title Report		\$885.60
Statutory Mailings		\$11.48
Recording Costs		\$29.00
Postings		\$70.00
Total Costs	<u>\$1,671.08</u>	
Total Amount Due:		\$11,723.08

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$237,175.57, together with interest as provided in the note or other instrument evidencing the Obligation from 11/01/08, 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 July 31, 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 07/20/09 (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



200904280093

Skagit County Auditor

07/20/09 (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 07/20/09 (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.

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

Margaret Jane Berkhouse aka
Margaret B. Laliberte
47667 Highway 20
Concrete, WA 98237

Unknown Spouse and/or Domestic
Partner of Margaret Jane Berkhouse aka
Margaret B. Laliberte
47667 Highway 20
Concrete, WA 98237

by both first class and either certified mail, return receipt requested on 03/25/09, proof of which is in the possession of the Trustee; and on 03/25/09 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.



200904280093
Skagit County Auditor

