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



4/30/2009 Page

1 of

411:16AM

File No .:

7258.25831

Grantors:

Northwest Trustee Services, Inc.

GUARDIAN NORTHWEST TITLE CO. 96942 Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan

Trust 2004-2

Grantee:

James Cleland, as his separate estate

Tax Parcel ID No.: 340325-0-034-0016 (P22707)

Abbreviated Legal: Section 25, Township 34, Range 3; Ptn. NE NW AF # 200401020047

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":

The West 1/2 of the following described tract: That portion of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 Section 25, Township 34 North, Range 3 East W.M., described as follows: Beginning at a point on the West line of the County Road that is 190 feet South of the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence Southerly along said West line of said County Road to a point that is 285 feet South of the said north line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence West 300 feet; thence Northeasterly to a point in a line that is parallel to and 190 feet South of the North line of the said South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M. thence 300 feet West of the point of beginning; thence East to the point of beginning. Situate in the County of Skagit. State of Washington.

## Parcel "B":

The East 1/2 of the following described tract:

That portion of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East W.M., described as follows:

Beginning at a point on the West line of the County road that is 190 feet South of the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence Southerly along said West line of said County Road to a point that is 285 feet South of the said North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M., thence West 300 feet; thence Northeasterly to a point in a line that is parallel to and 190 feet South of the North line of the said South 1/2 of the Northeast 1/4 of the

Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M., and 300 feet West of the point of beginning; thence East to the point of beginning. Situate in the County of Skagit, State of Washington.

Commonly known as:

16184 Penn Road

Mount Vernon, WA 98273

which is subject to that certain Deed of Trust dated 12/23/03, recorded on 01/02/04, under Auditor's File No. 200401020047, records of Skagit County, Washington, from James Cleland, a single man, as Grantor, to Land Title Company Skagit Coun, as Trustee, to secure an obligation "Obligation" in favor of Long Beach Mortgage Company, as Beneficiary, the beneficial interest in which was assigned by Washington Mutual Bank as successor in interest to Long Beach Mortgage Company by operation of lawto Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2004-2, under an Assignment/Successive Assignments recorded under Auditor's File No. 200710250034.

\*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 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 4/25/2009

Monthly Payments Late Charges Lender's Fees & Costs Total Arrearage Trustee's Expenses (Itemization)	\$8,446.85 \$393.35 \$236.70
Trustee's Fee	\$675.00
Title Report	\$730.08
Statutory Mailings	\$11.48
Recording Costs	\$0.00
Postings	\$70.00
Sale Costs	/

Total Costs

\$1,486.56

Total Amount Due:

\$10,563.46

Other known defaults as follows:

IV.



4/30/2009 Page

2 of

4 11:16AM

The sum owing on the Obligation is: Principal Balance of \$159,745.71, 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, encumbrancesor 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 by07/20/09 (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 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 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

James Cleland 16184 Penn Road Mount Vernon, WA 98273 Unknown Spouse and/or Domestic Partner James Cleland 16184 Penn Road Mount Vernon, WA 98273

by both first class and either certified mail, return receipt requested on 03/24/09, 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.



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 www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

EFFECTIVE: 4/25/2009

Northwest Trustee Services, Inc., Trustee

Authorized Signatui

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 the Ashcraft 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 purposesmentioned in the instrument.

Dated: 42709

KATHLENE V. AUSTRIA STATE OF WASHINGTON **NOTARY PUBLIC** MY COMMISSION EXPIRES 10-01-12

NOTARY 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: 7258.25831

**Client:** Washington Mutual Bank Borrower: Cleland, James

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.

Skagit County Auditor

4/30/2009 Page

4 11:16AM