

After recording return to:

Sallye Quinn
BARRON SMITH DAUGERT
PO Box 5008
Bellingham, WA 98227



200906100021

Skagit County Auditor

6/10/2009 Page 1 of 7 9:53AM

DOCUMENT TITLE: Notice of Trustee's Sale
REFERENCE NUMBER OF RELATED DOCUMENT: 200803100197
ORIGINAL TRUSTEE: Guardian Northwest Title & Escrow
SUCCESSOR TRUSTEE: BD Services Corporation
GRANTOR(S): Michael Scott and Laurie Scott, husband and wife
BENEFICIARY: North Coast Credit Union
ABBREVIATED LEGAL DESCRIPTION: Ptn Gov. Lots 3 & 2, 30-35-2 E WN & Ptn Lots 19&20, Blk 12,
Beale's Maple Gove to Anac.
ASSESSOR'S NO.: 3775-012-020-0008 / P56651
350230-0-083-0001 / P33075

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 25th day of September, 2009, at the hour of 10:00 a.m. at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mount Vernon, County of Skagit, State of 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:

Parcel "A"

Lots 19 and 20, Block 12, "BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES," as per plat recorded in Volume 2 of Plats, page 19, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Parcel "B"

That portion of Government Lot 2, Section 30, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 20, Block 12, "BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES,";

thence South along the West line of "R" Avenue to the North line of Thirty-Seventh Street;

thence West 60 feet;

thence North parallel to the West line of "R" Avenue to the Southwest corner of Lot 19, in said Block 12;

thence East to the point of beginning.

Situate in the City of Anacortes, County of Skagit, State of Washington.

commonly known as 802 37th Street, Anacortes, WA 98221.

which is subject to that certain Deed of Trust dated March 5, 2008, recorded March 10, 2008, under Auditor's File No. 200803100197, records of Skagit County, Washington, from Michael Scott and Laurie Scott, as Grantors, to Guardian Northwest Title & Escrow, as Original Trustee, to secure an obligation in favor of North Coast Credit Union, as Beneficiary.

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 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. Payment Due March 1, 2009	\$1,487.84
B. Payment Due April 1, 2009	\$1,487.84
C. Payment Due May 1, 2009	\$1,487.84
D. Payment Due June 1, 2009	\$1,487.84
E. Escrow Payment Due March 1, 2009	\$334.90
F. Escrow Payment Due April 1, 2009	\$334.90
G. Escrow Payment Due May 1, 2009	\$334.90
H. Escrow Payment Due June 1, 2009	\$334.90
D. Late Fees from March 1, 2009 to May 31, 2009 (3 payments at \$74.39)	\$223.17

TOTAL ARREARS AS OF JUNE 1, 2009 \$7,514.13



A. Trustee's Fees	\$800.00
B. Attorney's Fees	\$350.00
C. Title report	\$979.22
D. Recording Fees	\$60.00
E. Serving/Posting of Notices	\$100.00
F. Postage/Copying expense	\$55.43
TOTAL COSTS	\$2,344.65

TOTAL COSTS AND ARREARS AS OF \$9,858.78
JUNE 1, 2009

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured. The list does not exhaust all possible other defaults; any defaults identified by the Beneficiary or Trustee that are not listed below must also be cured.

<u>OTHER DEFAULT</u>	<u>ACTION NECESSARY TO CURE AND DOCUMENTATION NECESSARY TO SHOW CURE</u>
Non payment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current.
Default under any senior liens	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$262,350.68 together with interest as provided in the Note or other instrument secured from the 5th day of March, 2008, 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 expense 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 25th day of September, 2009. The default(s) referred to in paragraph III must be cured by the 14th day of September, 2009, (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 14th day of September, 2009 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 14th day of September, 2009 (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 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 address(es):

Michael Scott
802 37th Street
Anacortes, WA 98221

Laurie Scott, aka Lauren Scott
802 37th Street
Anacortes, WA 98221

by both first class and certified mail on the 14th day of April, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 16th day of April, 2009, with said written notice of default or the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such posting.

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 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.

XI.

NOTICE TO GUARANTORS

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the deed of trust; (2) the Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) the Guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington deed of trust act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; (5) in any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



DATED this 8th day of June, 2009.

BD SERVICES CORPORATION, Trustee

By 

Sallye Quinn, Secretary
300 North Commercial
Post Office Box 5008
Bellingham, Washington 98227
Tel. (360) 733-0212
Fax (360) 738-2341
E-mail: squinn@barronsmithlaw.com



STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 8th day of June, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SALLYE QUINN to me known to be an authorized representative of BD SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Jamie Falter
NOTARY PUBLIC
Printed Name: Jamie Falter
My commission expires: 9/19/12

