

WHEN RECORDED RETURN TO:

William P. McArdel III  
1826 114<sup>th</sup> Avenue NE, Suite 101  
Bellevue, WA 98004  
Office File Reference: 01.3692.299



200907020091  
Skagit County Auditor

7/2/2009 Page 1 of 3 11:20AM

[SPACE ABOVE PROVIDED FOR RECORDER'S USE]

Document Title: Notice of Trustee's Sale  
Debtor/s and or: James P. Brumley and Betty J. Brumley, husband and wife  
Secured Party: American General Home Equity, Inc.  
Legal Description: Lot 50, Eagle Valley P.U.D., pgs. 181 to 183  
Reference No.: 200801290055  
Tax Parcel #: 4632-000-050-0009

200906160050

**AMENDED NOTICE OF TRUSTEE'S SALE**

Pursuant to RCW 61.24.040(1)(f)

**TO:** James Brumley Betty Brumley  
24053 Feather Lane 24053 Feather Lane  
Sedro Woolley, WA 98284 Sedro Woolley, WA 98284

**I. NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on Friday, October 2, 2009, at the hour of 10:00 o'clock, a.m at the main entrance to the Skagit County Courthouse at 205 West Kincade Street, Mount Vernon, WA, 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 LOT 50, "EAGLE VALLEY P.U.D." AS PER PLAT RECORDED IN  
VOLUME 15 OF PLATS, PAGES 181 TO 183, INCLUSIVE, RECORDS OF  
SKAGIT COUNTY, WASHINGTON.

the postal address of which is more commonly known is:

24053 Feather Lane  
Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated January 25, 2008 and recorded on January 29, 2008, under Auditor's/Recorder's No. 200801290055, records of Skagit County, Washington, from James P. Brumley and Betty J. Brumley, husband and wife, are the Grantors, to Guardian Northwest Title and Escrow as Trustee, to secure an obligation in favor of AMERICAN GENERAL HOME EQUITY, INC. 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:

Past-due payments on a Loan Account	\$ 12,469.24
Late Fees	806.80
NSF Fee	<u>25.00</u>
<b>TOTAL MONTHLY PAYMENTS AND LATE CHARGES:</b>	<b>\$ <u>13,301.04</u></b>

Failure to pay 2008 Real Estate taxes of \$1,990.66 plus accrued penalties and interest

Penalties and Interest have accrued on said amounts as provided by law.

**IV.** The sum owing on the obligation secured by the Deed of Trust is: Principal \$169,806.57 together with interest as provided in the note or other instrument secured from the February 23, 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 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 October 2, 2009. The default(s) referred to in paragraph III must be cured by September 21, 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 September 21, 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 September 21, 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 addresses:

James Brumley  
24053 Feather lane  
Sedro Woolley, WA 98284

Betty Brumley  
24053 Feather lane  
Sedro Woolley, WA 98284

by both first class and certified mail on March 25, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 28, 2009, when 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 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 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.

**WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**IF YOU HAVE FILE BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT THIS DEBT FROM YOU PERSONALLY.**

DATED: July 1, 2009.

  
William P. McArdel III, Trustee

Address: 1826 114<sup>th</sup> Avenue NE, Suite 101

Bellevue, WA 98004

Telephone: (425) 454-1828

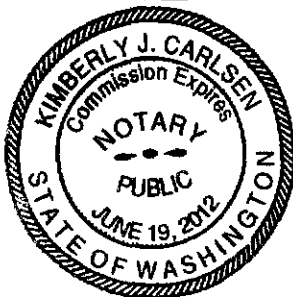
STATE OF WASHINGTON )

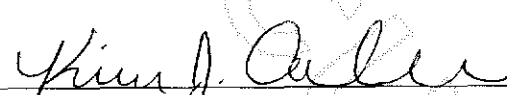
) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that WILLIAM P. McARDEL III, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: July 1<sup>st</sup> 2009.



  
Notary Public in and for the State of  
Washington, residing at Newcastle

My Commission Expires: June 19, 2012

