



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:

a. Failure to pay when due the following amounts which are now in arrears:

Past-due payments on a Loan Account	\$	7,250.00
Late Charges		<u>435.00</u>

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$ 7,685.00

b. Default other than failure to make monthly payments:

Failure to pay First Half 2009 Real Estate taxes of \$1,395.01 plus accrued penalties and interest.

Failure to pay 2008 Real Estate taxes in the amount of \$2,781.68, 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 \$244,201.63 together with interest as provided in the note or other instrument secured from the June 15, 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 November 20, 2009. The default(s) referred to in paragraph III must be cured by November 9, 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 November 9, 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 November 9, 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:

John A. Brownsberger  
1220 E. Gilkey Road  
Burlington, WA 98233

Linda J. Brownsberger  
1220 E. Gilkey Road  
Burlington, WA 98233

by both first class and certified mail on June 29, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on July 2, 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



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Skagit County Auditor

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.

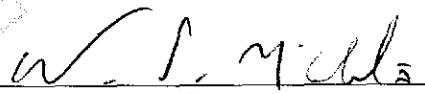
IX. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating 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.**

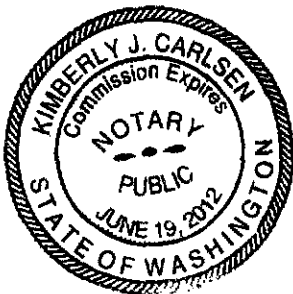
DATED: August 14<sup>th</sup>, 2009.


  
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: August 19<sup>th</sup>, 2009.



  
Notary Public in and for the State of  
Washington, residing at Newcastle  
My Commission Expires: June 19, 2012