



200909240040
Skagit County Auditor

9/24/2009 Page 1 of 4 11:08AM

When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273

NOTICE OF TRUSTEE'S SALE

RCW 61.24

Grantor: Craig Sjostrom, Successor Trustee

Grantees: John T. Cavitt, Sr., Grantor under the Deed of Trust

Legal Description: Unit 2, Fellman Condominium

Assessor's Property Tax Parcel or Account No.: ~~P84125~~ 81425

Reference Nos of Documents Assigned or Released: 200506060162

TO: John T. Cavitt, Sr.
1211 N. 8th St. #2
Mount Vernon, WA 98273

Grantor

AND TO:

Manor Properties, dba Norris Place Apts.
c/o Donald Kirkpatrick, Attorney
1123 Lincoln St., Suite 201
Bellingham, WA 98229

Judgment creditor
Judgment amount: \$2,191 plus interest
Date of judgment: October 20th, 2005
Judgment No.: 05-9-01832-0
Cause No.: 05-2-02012-4

Ford Motor Credit
c/o Bishop, White & Marshall
P.O. Box 2186
Seattle, WA 98111-2186

Judgment creditor
Judgment amount: \$19,714.38 plus interest
Date of judgment: July 21st, 2006
Judgment No.: 06-9-01313-0
Cause No.: 06-2-01270-7

Fellman Condominium Owners Assoc.
c/o Hugh Lewis, Attorney
2200 Rimland Drive #220
Bellingham, WA 98226

Judgment creditor
Judgment amount: \$5,093.30 plus interest
Date of judgment: May 15th, 2009
Judgment No.: 09-9-01140-9
Cause No.: 09-2-00768-6

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on January 8th, 2010, at the hour of 10:00am, at the front entrance of the Skagit County Courthouse, 205 Kincaid St., Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

Unit 2, "FELLMAN CONDOMINIUM", as shown on Survey Map & Floor Plans, recorded May 9th, 1979, in Volume 12 of Plats, pages 58-63 inclusive, under Auditor's File No. 7905090047, records of Skagit County, Washington, and as identified in Declaration recorded May 9th, 1979 under Auditor's File No. 7905090046, records of Skagit County, Washington

TOGETHER WITH an undivided 10% interest in the common arEAS AND LIMITED COMMON AREAS DESCRIBED IN Articles 4,5,6 and 19 of the said Declaration

TOGETHER WITH the exclusive use of parking space 2 and storage unit 2, and the patio area and deck which is adjacent to Apartment 2, as shown on Survey Map & Floor Plans, recorded May 9th, 1979, in Volume 12 of Plats, pages 58-63 inclusive, under Auditor's File No. 7905090047, records of Skagit County, Washington and as identified in Article 6 of the Declaration recorded May 9th, 1979 under Auditor's File No. 7905090046, records of Skagit County, Washington.

Which is commonly known as 1207 North 8th St., Apt. #2, Mount Vernon, WA 98273, which is subject a Deed of Trust dated the 27th day of May, 2005, recorded on the 6th day of June, 2005, under Auditor's File No. 200506060162, records of Skagit County, Washington, from John T. Cavitt, Sr., as Grantor, to Land Title Co., as Trustee, to secure an obligation in favor of Kerry A. Schmidt & Jackie L. Schmidt, h/w, as Beneficiary. The undersigned has been appointed Successor Trustee, per instrument dated July 15th, 2009 and recorded on July 15th, 2009 under Auditor's File No. 200907150091, records of Skagit County, Washington.

2. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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.

3. The defaults for which this foreclosure is made are as follows:

a. Non-monetary defaults:

N/A

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

Monthly payments from February 1st, 2009,
in the amount of \$188.67 per month \$1,509.36

Late charges over the same period, at the
rate of \$9.43 per month \$75.44

TOTAL PAYMENTS AND LATE CHARGES: \$1,584.80

4. The principal sum owing on the obligation secured by the Deed of Trust is \$28,300, together with interest as provided in the note or other instrument secured from February 1st, 2009 and such other charges, costs and fees as are due under the note or other instrument secured, and as are provided by statute.

5. The above described real property will be sold to satisfy the expense of sale and 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 January 8th, 2010. The defaults referred to in Paragraph 3 must be cured by December 28th, 2009 to cause a discontinuance of the sale. The sale will be discontinued



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and terminated if at any time on or before December 28th, 2009, the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 28th, 2009, and before the sale by the Borrower or 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.

6. A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower or Grantor or the Grantor's successor in interest at the following addresses:

JOHN T. CAVITT, Sr.
1207 N. 8th St. #2
Mount Vernon, WA 98273

by both first class and certified mail on June 17th, 2009, proof of which is in the possession of the Trustee; and 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.

7. 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.
8. 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.
9. 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.
10. **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 who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.
11. The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues or other information about the real property being foreclosed must obtain all such information independently.
12. **FAIR DEBT COLLECTION PRACTICE ACT NOTICE**

Any information obtained from the debtor will be used for the purpose of collecting the debt.

DATED: September 24th, 2009



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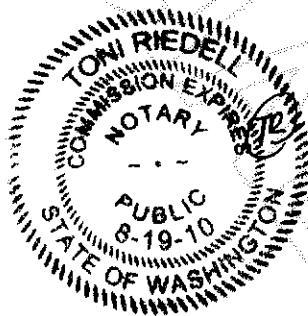
C. S. Sjoström

Craig Sjoström, Successor Trustee
Attorney at Law
411 Main Street
Mount Vernon, WA 98273

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig Sjoström 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 in the instrument.

Dated: Sept. 24, 2009



Toni Riedell

Toni Riedell, Notary Public
Residing at: Burlington
My appointment expires 8/19/10



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