

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Tonja Smith
1221 Second Avenue, Suite 500
Seattle, WA 98101



200910010072
Skagit County Auditor

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MIN#100047200002934668
Loan #293466
Trustee #40014.658/tds

GUARDIAN NORTHWEST TITLE CO.

97991

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Beneficiary:	HomeStreet Bank
Grantee(s):	Grandview North, LLC
Legal Description (abbreviated):	LOT 3, PLAT OF WILLOW WAY
Assessor's Tax Parcel Identification No(s):	4863-000-003-0000
Reference No. of Related Documents:	200606220093

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **January 15, 2010**, at the hour of **11:00 a.m.**, at main entrance Skagit County Courthouse, located at 205 W Kinkaid, Mount Vernon, Washington, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

LOT 3, PLAT OF WILLOW WAY, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 2005, UNDER AUDITOR'S FILE NO. 200506290081, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.;

the postal address of which is commonly known as:

442 Klinger Street, Sedro-Woolley, Washington 98284;

which property is subject to that certain Deed of Trust dated June 15, 2006, and recorded on June 22, 2006, under Auditor's File No. 200606220093, records of Skagit County, Washington, from Grandview North, LLC, a Washington Limited Liability Company, as Grantor, to Chicago Title Insurance Company, a Missouri Corporation, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as Beneficiary, solely as nominee for HomeStreet Bank, a Washington state chartered savings bank, as Lender, the beneficial interest in which was assigned by MERS to HomeStreet Bank, by Assignment of Deed of Trust recorded on July 22, 2009, under Auditor's File No. 200907220051, records of Skagit County, Washington.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on July 29, 2009, under Auditor's No. 200907290099, records of Skagit County, Washington.

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 defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts that are now in arrears:

Monthly payments @ \$1,181.65 due April 1, 2009 – June 1, 2009:	\$3,544.95
Late charges @ \$49.30 each for monthly payments due April 1, 2009 – June 1, 2009:	\$147.90
Monthly payments @ \$1,174.18 due July 1, 2009 – September 1, 2009:	\$3,522.54
Late charges @ \$49.30 for monthly payments due July 1, 2009 – September 1, 2009:	\$147.90
Additional late charge balance:	\$37.30
TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:	<u>\$7,400.59</u>

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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$151,086.81, together with interest as provided in the Note or other instrument secured from March 1, 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 January 15, 2010. The defaults referred to in paragraph III must be cured by January 4, 2010 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before January 4, 2010 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after January 4, 2010 (11 days before the sale) 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:

Grandview North, LLC
442 Klinger Street
Sedro-Woolley, WA 98284

Scott T. Wammack
442 Klinger Street
Sedro-Woolley, WA 98284

Grandview North, LLC
POB 159
Arlington, WA 98223-0159

Grandview North, LLC
POB 159
Arlington, WA 98223-0159

by both first class and certified mail on August 4, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on August 5, 2009, with said written Notice of Default or the written notice of default 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. To

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the best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

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 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 and the Helping Families Save Their Homes Act of 2009.

XI.

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

DATED this 29th day of September, 2009.

TRUSTEE:

HILLIS CLARK MARTIN & PETERSON, P.S.

By Julie B. Hamilton

Julie B. Hamilton

1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Julie B. Hamilton, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service 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 she was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 27th day of September, 2009.

Torja D. Smith
Name TORJA D. SMITH
NOTARY PUBLIC in and for the State of
Washington residing at KING CO.
My appointment expires 3-22-12.