Skagit County Auditor

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After Recording, Return to: Vonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

File No.:

7023.00647

GUARDIAN NORTHWEST TITLE CO.

Grantors:

Northwest Trustee Services, Inc.

95502

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage,

Grantee:

Kenneth Edward Frazier, Jr. and Nicole A, Frazier, husband and wife

Tax Parcel ID No.: 4634-000-27-0006 (P105909) Abbreviated Legal: Lot 27, "Park Ridge, Division II"

Amended Notice of Trustee's Sale

200904020119 Amended Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

1.

On November 20, 2009, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skagit, State of Washington:

Lot 27, "Park Ridge - Division II, as per Plat Recorded in Volume 15 of Plats, Pages 187 and 188, Records of Skagit County, Washington.

Commonly known as: 225 South 38th Place

Mount Vernon, WA 98274

which is subject to that certain Deed of Trust dated 12/18/02 and recorded on 12/31/02, under Auditor's File No. 200212310260, records of Skagit County, Washington, from Kenneth Edward Frazier, Jr and Nicole A. Frazier, husband and wife, as Grantor, to First American Title, as Trustee, to secure an obligation "Obligation" in favor of Wells Fargo Home Mortgage, Inc., as Beneficiary.

11.

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 Grantor's or Borrower's default on the Obligation.

^{*}The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 10/07/2009
Monthly Payments	\$22,374.40
Late Charges	\$806.52
Lender's Fces & Costs	\$3,236.78
Total Arrearage \$26,4	17.70
Trustee's Expenses	
(Itemization)	
Trustee's Fee	\$508.00
Title Report	\$0.00
Statutory Mailings	\$105.00
Recording Costs	\$127.00
Postings	\$70.00
Sale Costs	\$500.00
Total Costs \$1,3	10.00
Total Amount Due:	\$27,727.70

Other known defaults are as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$214,286.54, together with interest as provided in the note or other instrument evidencing the Obligation from 10/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding fitle, possession, encumbrances or condition of the Property on November 20, 2009. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 11/09/09 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 11/09/09 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 11/09/09 (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 balance of principal and interest secured by the Decd of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.



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A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Kenneth Edward Frazier, Jr 225 South 38th Place Mount Vernon, WA 98274 Nicole A. Frazier 225 South 38th Place Mount Vernon, WA 98274

by both first class and either certified mail, return receipt requested on 01/29/09, proof of which is in the possession of the Trustee; and on 01/29/09 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph Labove, 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 foreclosure costs and trustee's 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 right, title and interest in the 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.

Χ.

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.

The trustee's rules of auction may be accessed at <u>www.northwesttrustee.com</u> and are incorporated by this reference. You may also access sale status at <u>www.northwesttrustee.com</u> and <u>www.USA-Foreclosure.com</u>



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EFFECTIVE: 10/07/2009	Northwest Trustee Services, Inc., Trustee
	Authorized Signature P.O. BOX 997 Bellevue, WA 98009-0997
	Contact: Vonnie McElligott
	(425) 586-1900
STATE OF WASHINGTON)	
) ss.	1
COUNTY OF KING	$\mathcal{N}_{\mathcal{L}}$
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I certify that I know or have satisfactory eviden	dged that (he/she) signed this instrument, on oath stated
that the bear was authorized to execute the insti	rument and acknowledged (he/she) as the Assistant
Vice President of Northwest Trustee Services.	Inc. to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrum	
Dated: 1010114	MAR
RHEA S. PRE	θ , θ .
STATE OF WASHINGTON	NOTARY PUBLIC in and the the least of
	Washington, residing at
NOTARY — • — PUBLIC	My commission expires
MY COMMISSION EXPIRES 04-22-10	VI VI VI VI
The BOX	1 005 Dec

NORTHWEST TRUSTEE SERVICES, INC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7023.00647

Client: Wells Fargo Home Mortgage

Borrower: Frazier, Kenneth Edward, Jr and Nicole A.

SERVING WA, OR, ID, AK, CA, NV, AZ, MT, HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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