



200910140137

Skagit County Auditor

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Filed for Record at Request of:

Anderson Hunter Law Firm  
2707 Colby Avenue, Suite 1001  
P.O. Box 5397  
Everett, Washington 98206  
ATTN: Lauren B. Hughes

**NOTICE OF TRUSTEE'S SALE**

98387-2

**GUARDIAN NORTHWEST TITLE CO.**

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee, Patrick F. Hussey and/of Anderson Hunter Law Firm, P.S., will on **January 22, 2010** at the hour of 10:00 a.m. at the main entrance to the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described property, situated in the County of Skagit, State of Washington, to-wit:

Abbrev. Legal: Lot 1 and Ptn. Lot 2, Block 16, "PLAT OF THE TOWN OF SEDRO"

See Exhibit A, attached hereto, for full legal description.

Assessor's Tax Parcel ID No(s). 4149-016-002-0000 (P111964)

The postal address of which is: 601 Jameson St., Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated August 6, 1998, recorded August 10, 1998 under Auditor's File No. 9808100161, records of Skagit County, Washington, from DONNA L. HENSLEY, an unmarried individual, as her separate estate, as Grantor, to EVERGREEN TITLE COMPANY, INC., as Trustee, to secure an obligation in favor of CASCADE BANK, as Beneficiary.

2. 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.

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

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

**Monthly payments:**

8 monthly payments at \$766.00 each (March 1, 2009 –  
October 1, 2009)

\$6,128.00

**Late Charges:**

7 late charges at \$28.54 per month for each monthly  
payment not made within 15 days of its due date

\$199.78

**TOTAL MONTHLY PAYMENTS AND LATE  
CHARGES**

\$6,327.78

Other default: 2<sup>nd</sup> half of 2009 taxes will be delinquent if not paid by October 31.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal: \$72,927.99, together with interest as provided in the note, and such other costs and fees as are due under the note and as are provided by statute.

5. 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 22, 2010. The defaults referred to in paragraph 3 must be cured by January 11, 2010 (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 January 11, 2010, the defaults as set forth in paragraph 3 are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after January 11, 2010, 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.

6. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Donna L. Hensley  
601 Jameson St.  
Sedro Woolley, WA 98284

by both first class and certified or registered mail on August 27, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served August 28, 2009, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in paragraph 1 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.

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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 the unlawful detainer act, chapter 59.12 RCW.

DATED: October 13<sup>th</sup>, 2009.

ANDERSON HUNTER LAW FIRM, P.S.

By



Patrick F. Hussey, WSBA #7366, Successor Trustee  
Bradford N. Cattle, WSBA #5967, Anderson  
Hunter Law Firm, P.S. Vice President  
Successor Trustee

Address: 2707 Colby Avenue, Suite 1001  
P.O. Box 5397  
Everett, Washington 98206  
Telephone: (425) 252-5161

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me BRADFORD N. CATTLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

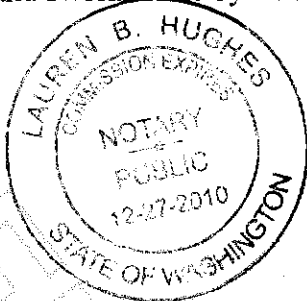
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Subscribed and sworn to me by BRADFORD N. CATTLE on October 13, 2009.



Lauren B. Hughes  
Lauren B. Hughes  
Notary Public in and for the State of  
Washington.  
My commission expires: 12/27/10

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE. WE ARE A DEBT COLLECTOR ON BEHALF OF  
THE BENEFICIARY.

FOR INFORMATION CONCERNING THIS  
NOTICE, PLEASE CONTACT:

Lauren B. Hughes, Paralegal  
Anderson Hunter Law Firm  
P.O. Box 5397  
2707 Colby Avenue, Suite 1001  
Everett, Washington 98206  
(425)-252-5161

Re: Cascade Bank/Hensley

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## EXHIBIT A

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1, and that portion of Lot 2, Block 16, "PLAT OF THE TOWN OF SEDRO", according to the plat thereof recorded in Volume 1 of Plats, page 17, records of Skagit County, Washington, lying West of the following described line:

Commencing at the Northwest corner of Lot 1, Block 16; thence North  $89^{\circ}59'58''$  East along the North line of Lot 1 and Lot 2, a distance of 55.13 feet to the initial point of his line description; thence South  $00^{\circ}00'20''$  West parallel with the East line of said Lot 3, Block 16, a distance of 93.00 feet; thence South  $89^{\circ}59'59''$  West parallel with the South line of said Lot 2, a distance of 2.28 feet; thence South  $00^{\circ}21'12''$  West, a distance of 27.00 feet to a point on the South line of Lot 2, which is 52.69 feet from the Southwest corner of said Lot 1, and the terminal point of this line description.



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