

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Craig E. Cammock  
Skagit Law Group, PLLC  
P.O. Box 336 / 227 Freeway Drive, Ste B  
Mount Vernon, WA 98273



201001040111  
Skagit County Auditor

1/4/2010 Page 1 of 7 3:19PM

### AMENDED NOTICE OF TRUSTEE'S SALE

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Reference Nos.:	200803190001 (Deed of Trust) 200907240081 (Notice of Trustee Sale)
Grantor (s):	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s):	THE PUBLIC JEFFERY H. WALTON SHANNON V. DALTON, formerly known as SHANNON V. WALTON
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Lot 6, Spring Meadows, Div. 1
Additional Legal on page(s):	1
Assessor's Tax Parcel No.:	4732-000-006-0000 / P114849

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#### I

THIS AMENDED NOTICE OF TRUSTEE'S SALE amends and replaces that Notice of Trustee Sale recorded July 24, 2009 under Auditor's File No. 200907240081, records of Skagit County, Washington. The Trustee is now rescheduling the Trustee's Sale and giving notice thereof.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, April 16, 2010, at the hour of 10:00 a.m.** at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

Lot 6, "PLAT OF SPRING MEADOWS - DIV. 1," as per plat recorded in Volume 17 of Plats, pages 65 and 66, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, Skagit County, Washington.

which is subject to that certain Deed of Trust dated March 14, 2008, recorded March 19, 2008 under Auditor's File No. 200803190001, records of Skagit County, Washington, which Deed of Trust is from Jeffery H. Walton, a single man, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Skagit State Bank, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded May 15, 2009 under Auditor's File No. 200905150073, 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 default(s) for which this foreclosure is made is/are as follows:

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

Monthly payments of \$348.09 each due the 16 <sup>th</sup> day of each calendar month for the months of January, 2009 through December, 2009 for a total of:	\$4,177.08
Late fees:	<u>243.60</u>
<b>Subtotal:</b>	<b>\$4,420.68</b>

Failure to pay 2009 real property taxes.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

### Other Default:

### Action to Cure Default:

#### TAXES/ASSESSMENTS

Deliver to Successor Trustee written proof that the Borrower/Grantor has reimbursed the Beneficiary as required by the note.

#### FAILURE TO INSURE

Deliver to Successor Trustee written proof that the



**PROPERTY AGAINST  
HAZARD**

property is insured against hazard as required by  
the Deed of Trust.

**LIENS**

Deliver to Successor Trustee written proof that all senior  
liens are paid current and that no other defaults exist.

**JUDGMENTS**

Deliver to Successor Trustee written proof that all  
senior judgments are paid current and that no other  
defaults exist.

**WASTE**

Cease and desist from committing waste, repair all  
damage to property and maintain property as required  
in Deed of Trust.

**UNAUTHORIZED SALE  
OF PROPERTY (DUE  
ON SALE)**

Revert title to permitted vestee.

**Costs and Fees:**

In addition to the amounts in arrears specified above, you are or may be obligated to  
pay the following estimated charges, costs and fees:

Trustee's fees:	\$1,500.00
Title report:	329.40
Service/posting of foreclosure notices:	140.00
Long distance telephone charges:	25.00
Recording fees:	148.00
Mailing costs:	105.00
Photocopies:	<u>20.00</u>
<b>Subtotal:</b>	<b>\$2,267.40</b>

**Total Current Estimated Amount: \$6,688.08**

**Additional Arrearages:**

Payment due 1/16/2010:	\$348.09
Late charge:	17.40
Payment due 2/16/2010:	348.09
Late charge:	17.40
Payment due 3/16/2010:	348.09
Late charge:	17.40
<b>Subtotal:</b>	<b>\$1,096.47</b>



**Additional Costs and Fees:**

Additional trustee's or attorney's fees:

Publication costs:

\$1,080.00

**Total Estimated Amount as of April 5, 2010:**

**\$8,864.55**

**IV**

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately **\$28,753.79**, as of April 20, 2009, together with interest as provided in the note or other instrument secured, 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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **April 16, 2010**. The default(s) referred to in paragraph III must be cured by **April 5, 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 **April 5, 2010** (11 days before the sale date) the default(s) 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 **April 5, 2010** (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:

**OCCUPANTS OF:**

410 Spring Lane

Sedro Woolley, WA 98284

Jeffery H. Walton

410 Spring Lane

Sedro Woolley, WA 98284



by both first class and certified mail on May 13, 2009, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on May 14, 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 I above, and the Trustee has possession of proof of such service or posting.

## VII

A Notice of Trustee's Sale was executed by the Successor Trustee and filed of record on July 24, 2009 under Auditor's File No. 200907240081, official records of Skagit County, Washington. The Notice was mailed to all persons entitled to notice thereof and posted in compliance with the requirements of RCW Chapter 61.24.

## VIII

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.

## IX

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.

## X

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 waiver of any proper grounds for invalidating the Trustee's sale.

## XI

### NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> 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.



XII

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) the Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale; (3) the Guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

XIII

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

DATED this 4th day of January, 2010.

SKAGIT LAW GROUP, PLLC

By 

Craig E. Cammock, WSBA #24185, Member  
Successor Trustee  
227 Freeway Drive, Ste B/P. O. Box 336  
Mount Vernon, WA 98273  
Telephone: (360) 336-1000

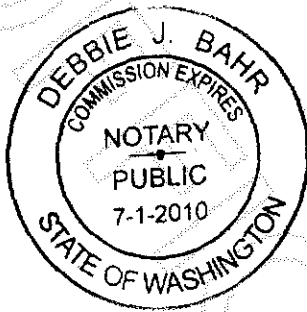
State of Washington    )  
                                      ) ss  
County of Skagit        )

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath



stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: January 4, 2010.



*Debbie J. Bahr*

NOTARY PUBLIC

Printed Name: Debbie J. Bahr

My appointment expires: 07/01/2010

