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Skagit County Auditor

1/21/2010 Page

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5 3:08PM

AFTER RECORDING RETURN TO:
BRADLEY BOSWELL JONES, P.S.
5440 California Ave. SW
SEATTLE WA 98136

REFERENCE #200706190025

GRANTOR(S): Preciliano Soto and Francisca Soto, husband and wife

GRANTEE(S): Wells Fargo Bank, NA

LEGAL DESCRIPTION: Lot 11, "PLAT OF THUNDERBIRD CREEK P.U.D.," as per plat recorded in volume 16 of Plats, pages 159 through 161, inclusive, records of Skagit County, Washington

ASSESSOR'S TAX PARCEL ID#: 4691-000-011-0000

**NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET.SEQ.**

TO: PRECILIANO & FRANCISCA SOTO, 1527 42ND PLACE N, MOUNT VERNON, WA 98273

TO: RESIDENTS OF PROPERTY SUBJECT TO FORECLOSURE, 1527 42ND PLACE NORTH, MOUNT VERNON, WA 98273

**THIS DOCUMENT IS SENT FOR THE PURPOSE OF COLLECTING A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Bradley Boswell Jones, P.S., will on April 30, 2010 at the hour of 10:00 o'clock, A.M., At main entrance Skagit County Courthouse, 3rd & Kinkaid, 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(ies) of Skagit State of Washington, to-wit: Lot 11, "PLAT OF THUNDERBIRD CREEK P.U.D.," as per plat recorded in volume 16 of Plats, pages 159 through 161, inclusive, records of Skagit County, Washington
(commonly known as 1527 42nd Place North, Mount Vernon, WA 98273) which is subject to that certain Deed of Trust dated 5/26/07, recorded 6/19/07, under Auditor's File No. 200706190025, records of Skagit County, Washington, from Preciliano Soto and Francisca Soto as Grantor, to Wells Fargo

Financial National Bank as Trustee, to secure an obligation in favor of Wells Fargo Bank, NA as Beneficiary.

II.

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 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:

(If default is for other than payment of money, set forth the particulars)

Failure to pay real estate taxes when due;

Failure to maintain property insurance, if applicable;

Failure to keep property unencumbered, if applicable;

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

Monthly Payment:

Various monthly payment; (5/15/09 through 1/20/10) \$3693.73

Late Charges:

Various late charges for each monthly payment not made within 5 days of its due date. \$149.10

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$3842.83

IV.

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$110,000.00, together with interest as provided in the note or other instrument secured from the 19 day of June, 2007 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 the 30 day of April 2010. The default(s) referred to in paragraph III must be cured by the 19 day of April, 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 the 19 day of April, 2010 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's



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fees and costs are paid. The sale may be terminated any time after the 19 day of April, 2010 (11 days before the sale date) and before the sale by the Grantor or the Grantor's successor in interest 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 Grantor or the Grantor's successor in interest at the following address:

Name

Address

TO: PRECILIANO & FRANCISCA SOTO, 1527 42ND PLACE N, MOUNT VERNON, WA 98273

TO: RESIDENTS OF PROPERTY SUBJECT TO FORECLOSURE, 1527 42ND PLACE NORTH, MOUNT VERNON, WA 98273

by both first class and either registered or certified mail on the 7 day of December, 2009, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 10 day of December, 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.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting if, a statement of all costs and 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 interest in the above-described property.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard objection 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



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anyone having an interest junior to the Deed of Trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

BRADLEY BOSWELL JONES, P.S.
Successor Trustee

DATED: 1/15/10

[Signature]
by: Bradley Boswell Jones,
President

Address: 5440 California Ave. SW
Seattle WA 98136

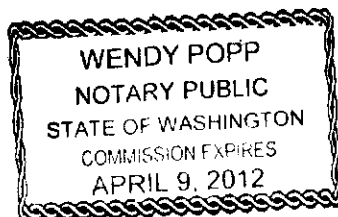
Telephone: 206/935-1501

Fax: 206/935-1505

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

GIVEN under my hand and official seal this 15 day of January, 2010.

Wendy Popp
NOTARY PUBLIC in and for the
State of Washington,
residing at Edmonds
My commission expires: 4-9-12



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To: RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE

The foreclosure process has begun on this property, which may affect your right to continue to live in this property. Ninety days or more after the date of this notice, this property may be sold at foreclosure. If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property. You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.



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