



201001290132
Skagit County Auditor

1/29/2010 Page 1 of 4 3:22PM

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

GUARDIAN NORTHWEST TITLE CO.

File No.: 7023.01582
Grantors: Northwest Trustee Services, Inc.
US Bank National Association, as Trustee for WFMBS 2004-P
Grantee: Adrean J. Rudie-Sprague, as her separate estate
Tax Parcel ID No.: 330506-0-006-0103 (P17930)
Abbreviated Legal: Section 6, Township 33, Range 5; Ptn. Gov. Lot 6; (aka Tract 19 of Survey recorded under Auditor's File No. 809880)

96774

Amended Notice of Trustee's Sale

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

200905070088
I.

On **March 12, 2010**, 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:

Parcel A: Tract 19 of that certain Survey filed November 12, 1974, in Volume 1 of Surveys, Page 113, under Auditor's File No. 809880, Records of Skagit County, Washington; being a portion of Government Lot 6 of Section 6, Township 33 North, Range 5 East of the Willamette Meridian. Situated in Skagit County, Washington. Parcel B: an easement for ingress, egress, and utilities over and across that certain 60-foot road and utility easement as shown on the face of that certain Survey filed November 12, 1974, in Volume 1 of Surveys, Page 113, under Auditor's File No. 809880, Records of Skagit County, Washington; being a portion of Government Lot 6, Section 6, Township 33 North, Range 5 East of the Willamette Meridian. Situated in Skagit County, Washington.

Commonly known as: 18628 Crestwood Way
Mount Vernon, WA 98273

which is subject to that certain Deed of Trust dated 04/22/04 and recorded on 04/27/04, under Auditor's File No. 200404270134, records of Skagit County, Washington, from Derek J. Sprague and Adrean J. Rudie-Sprague, husband and wife, as Grantor, to H and L Services, Inc., as Trustee, to secure an obligation "Obligation" in favor of Wells Fargo Home Mortgage, Inc., as Beneficiary, the

beneficial interest in which was assigned by Wells Fargo Home Mortgage, Inc. successor by merger to Wells Fargo Bank, N.A. to US Bank National Association, as Trustee for WFMB 2004-P, under an Assignment/Successive Assignments recorded under Auditor's File No. 200904280015.

*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.

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

III.

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 01/26/2010
Monthly Payments		\$22,220.86
Late Charges		\$563.08
Lender's Fees & Costs		\$2,799.70
Total Arrearage	\$25,583.64	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$250.00
Sale Costs		\$800.00
Total Costs	<u>\$1,050.00</u>	
Total Amount Due:		\$26,633.64

Other known defaults are as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$285,994.86, together with interest as provided in the note or other instrument evidencing the Obligation from 11/01/08, 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 title, possession, encumbrances or condition of the Property on **March 12, 2010**. 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 03/01/10 (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 03/01/10 (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 03/01/10 (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 Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

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

Derek J. Sprague
18628 Crestwood Way
Mount Vernon, WA 98273

Derek J. Sprague
4903 172nd Place Northwest
Stanwood, WA 98292-7799

Adrean J. Rudie-Sprague
18628 Crestwood Way
Mount Vernon, WA 98273

Adrean J. Rudie-Sprague
4903 172nd Place Northwest
Stanwood, WA 98292-7799

by both first class and either certified mail, return receipt requested on 03/05/09, proof of which is in the possession of the Trustee; and on 03/06/09 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 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 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.

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



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