



201002010077
Skagit County Auditor

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After Recording Return to:
DOUGLAS K. ROBERTSON
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title: Notice of Trustee's Sale
Grantor: Douglas K. Robertson, Trustee and North Coast Credit Union
Grantee: Albert L. Taylor and Kathy M. Taylor, husband and wife
Legal: Ptn SW ¼ NW ¼ Section 5 Twp 34N Range 5E WM
Parcel # P105833

GUARDIAN NORTHWEST TITLE CO.

94032-2

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 7th day of May, 2010, at the hour of 10:00 o'clock A. M., on the front steps of the Skagit County Courthouse, 205 W. Kincaid Street, Mount Vernon, 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:

SEE ATTACHED EXHIBIT "A"

which is subject to that certain Deed of Trust dated April 13, 2005, recorded April 26, 2005, under Auditor's File No. 200504260215, records of Skagit County, Washington, from Albert L. Taylor and Kathy M. Taylor, husband and wife, as Grantors, to First American Title Company of Skagit County, as Trustee, to secure an obligation in favor of North Coast Credit Union, as Beneficiary.

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 defaults for which this foreclosure is made are as follows:

Monthly payments from May 1, 2009 through January 1, 2010 (\$13,849.39)
Late charges of \$1,174.57

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$329,412.89, together with interest as provided in the note or other instrument secured from the 26th day of May, 2009, 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 7th day of May, 2010. The defaults referred to in paragraph III must be cured by the 26th 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 26th day of April, 2010, (11 days before the sale date), the defaults 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 the 26th day of April, 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:

Albert L. and Kathy Taylor 25248 Old Day Creek Road Sedro Woolley, WA 98284	Albert L. and Kathy Taylor P. O. Box 531 Clearlake, WA 98235
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by both first class and certified mail on the 4th day of December, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 8th 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 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 costs and fees due at any time prior to the sale.



VIII.

The effect of the sale will be to deprive the Grantor of all those who hold by, through or under the Grantor of all their interest in the above-described 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.

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 tenants by summary proceedings under Chapter 59.12RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

DATED this 26 day of January, 2010.



DOUGLAS K. ROBERTSON, Trustee

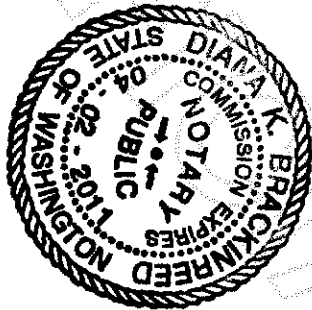
Battersby Field Professional Building
900 Dupont Street
Bellingham, Washington 98225
Phone: (360) 734-6390



STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 26 day of January, 2010, before me personally appeared DOUGLAS K. ROBERTSON, 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.

GIVEN UNDER my hand and official seal the day and year first above written.



Diana K. Brackinreed
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 7/2/11



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FAIR DEBT COLLECTION PRACTICES ACT NOTICE

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE OF ANY SUCH DISPUTE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT, IF ANY, AND WILL MAIL YOU A COPY OF SUCH VERIFICATION OR JUDGMENT. IF REQUESTED BY YOU IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. ANY SUCH REQUEST MAY NOT PREVENT US FROM FILING A LAWSUIT, OR FROM PROCEEDING WITH A LAWSUIT, IF ONE HAS BEEN FILED, WITHIN THE ABOVE TIME PERIODS.

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EXHIBIT "A"

Legal Description

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

A portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 5 East, W.M., more particularly described as follows:

Commencing at the Southeast corner of Skagit County Short Plat No. 52-73 as recorded on May 6, 1974, in Volume 1, page 51 of Surveys, records of Skagit County, Washington; thence North $00^{\circ}24'49''$ West parallel with the East line of said Short Plat, for a distance of 579.37 feet to the true point of beginning; thence along said East line for a distance of 421.22 feet to the South line of the County road known as Old Day Creek Road; thence North $48^{\circ}27'58''$ East along said South line for a distance of 113.96 feet to the beginning of a tangent curve of 606.62 foot radius, concave Southeasterly; thence Northeasterly through a central angle of $32^{\circ}17'31''$, a distance of 341.89 feet; thence South $00^{\circ}22'47''$ East, for a distance of 636.62 feet; thence South $89^{\circ}17'37''$ West for a distance of 391.32 feet to the East line of said Short Plat and the true point of beginning.



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