

When Recorded Return to:
HILLIS CLARK MARTIN & PETERSON, P.S.
Attn: Tonja Smith
1221 Second Avenue, Suite 500
Seattle, WA 98101



201003240116

Skagit County Auditor

3/24/2010 Page 1 of 5 1:53PM

MIN# 100047200002524949
Loan # 252494
Trustee # 40014.960/tds

NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

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

44122

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Beneficiary:	Mortgage Electronic Registration Systems, Inc./ <u>HomeStreet Bank</u>
Grantee(s):	<u>Russell F. Treadway and Cheryl J. Treadway</u>
Legal Description (abbreviated):	PTN. Lot 11, Block 136, "FIRST ADDITION TO BURLINGTON", aka Lot 3, Short Plat No. Bu-2-97
Assessor's Tax Parcel Identification No(s):	4077-136-011-0108(P72310)
Reference No. of Related Documents:	200310010111

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **June 25, 2010**, at the hour of **11:00 a.m.**, at main entrance Skagit County Courthouse, located at 205 W Kinkaid, Mount Vernon, WA, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

LOT 2 OF "BURLINGTON SHORT PLAT NO. 2-97", APPROVED NOVEMBER 19, 1997, RECORDED NOVEMBER 20, 1997, IN VOLUME 13 OF SHORT PLATS. PAGES 58 AND 59, AS AUDITOR'S FILE NO. 9711200078, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF LOT 11, BLOCK 136, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11,

RECORDS OF SKAGIT COUNTY, WASHINGTON;

the postal address of which is commonly known as:

1220 Short Street, Burlington, Washington 98233;

which property is subject to that certain Deed of Trust dated September 18, 2003, and recorded on October 1, 2003, under Auditor's File No. 200310010111, records of Skagit County, Washington, from Russell F. Treadway and Cheryl J. Treadway, husband and wife, as Grantor, to First American Title Insurance Company, a California Corporation, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as Beneficiary, solely as nominee for HomeStreet Bank, as Lender, as Beneficiary, the beneficial interest in which was assigned by MERS to HomeStreet Bank, by Assignment of Deed of Trust recorded on October 5, 2007, under Auditor's File No. 200710050046, records of Skagit County, Washington.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on January 11, 2006, under Auditor's No. 200601110051, 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 defaults for which this foreclosure is made are as follows:

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

Monthly payment of \$1,043.52, due on July 1, 2009:	\$1,043.52
---	------------

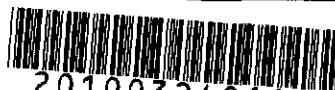
Late charge of \$41.74 each for monthly payment due on July 1, 2009:	\$41.74
--	---------

Monthly payments of \$1,019.30, due on August 1, 2009, through March 1, 2010:	\$8,154.40
---	------------

Late charges of \$40.77 each for monthly payments due on August 1, 2009, through March 1, 2010:	\$326.16
---	----------

Advances by Beneficiary:

Additional late charge balance:	\$83.33
---------------------------------	---------



Non-sufficient funds charge: \$60.00
Less Suspense Balance: (-130.87)

**TOTAL MONTHLY PAYMENTS,
LATE CHARGES, AND OTHER
AMOUNTS IN ARREARS: \$9,578.28**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$112,495.93, together with interest as provided in the Note or other instrument secured from June 1, 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 **June 25, 2010**. The defaults referred to in paragraph III must be cured by June 14, 2010 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before June 14, 2010 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after June 14, 2010 (11 days before the sale) 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:

Russell F. Treadway
1220 Short St.
Burlington, WA 98233

Cheryl J. Treadway
1220 Short St.
Burlington, WA 98233

by both first class and certified mail on February 11, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on February 13, 2010, with said written Notice of Default or the written notice of default 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. To the best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

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 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 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 chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060 and the Helping Families Save Their Homes Act of 2009.



201003240116
Skagit County Auditor

3/24/2010 Page 4 of 5 1:53PM

XI.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 19th day of March, 2010.

TRUSTEE:

HILLIS CLARK MARTIN & PETERSON, P.S.

By Julie B. Hamilton
Julie B. Hamilton

1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me Julie B. Hamilton, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this _____ day of March, 2010.

Donna D. Smith
Name Donna D. SMITH
NOTARY PUBLIC in and for the State of
Washington residing at KING CO.
My appointment expires 3-22-12.

