



201004050120

Skagit County Auditor

4/5/2010 Page

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4 10:36AM

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

200406250080

GUARDIAN NORTHWEST TITLE CO.

99203

File No.: 7023.71516

Grantors: Northwest Trustee Services, Inc.

US Bank National Association as successor Trustee to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2005-AR16

Grantee: Guy Davidson and Sandra Davidson, husband and wife.

Tax Parcel ID No.: 4497-000-018-0002 (P83449)

Abbreviated Legal: Ptn. Lots 18 and 19, "Plat of the Pointe Div. No. 2"

Notice of Trustee's Sale

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

I.

On **July 2, 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 undersigned 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:

Lot 18, Plat of the Pointe Division No. 2, according to the Plat thereof recorded in Volume 14 of Plats, Pages 50 and 51, Records of Skagit County, Washington; together with that portion of Lot 19 described as follows: Beginning at the Northwest corner of said Lot 19; thence South 34 Degrees 42'05" East along the North line of said Lot 19 a distance of 139.47 feet to the Northeast corner of said Lot 19; thence North 42 Degrees 47'54" West a distance of 134.32 Feet to the West line of said Lot 19; thence North 36 Degrees 22'29" East a distance of 20.00 Feet to the point of beginning; Except that portion of Lot 18 and Lot 19 as shown on Plat of the Pointe Division No. 2, recorded in Volume 14 of Plats, at Pages 50 and 51, Records of Skagit County, Washington, more particularly described as follows: Commencing at the Southwest corner of said Lot 18 of the Plat of the Pointe Division No. 2, being common with the Northwest corner of Lot 19 of said Plat; Thence South 36 Degrees 22'29" West along the Northwesterly line of said Lot 19 a distance of 20.00 Feet to the true point of beginning; thence South 42 Degrees 47'54" East a distance of 134.32 Feet to the Northeast corner of said Lot 19; thence South 35 Degrees 02' 49" West along the East line of said Lot 19 a distance of 76.00 feet to the Southeast corner of said Lot 19; thence Southeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 34 Degrees 14'37" West a distance of 525 Feet through a central angle of 1 Degree 31'42" along the Southerly line of said Lot 18 for an arc distance of 14.00 Feet; thence North 29 Degrees 02'06" East a distance of 80.44 Feet; thence North 44 Degrees 53'56" West a distance of 32.16 Feet to an intersection with the North line of said Lot 19; thence continuing North 44 Degrees 53'56" West a distance of 106.86 Feet to the true point of beginning.

Commonly known as: 4191 ISLANDER WAY
ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 06/22/04, recorded on 06/25/04, under Auditor's File No. 200406250080, records of Skagit County, Washington, from Guy Davidson and Sandra W. Davidson, husband and wife., as Grantor, to Chicago Title, as Trustee, to secure an obligation "Obligation" in favor of Wells Fargo Bank, N.A., as Beneficiary, the beneficial interest in which was assigned by Wells Fargo Bank, N.A. to US Bank National Association as successor Trustee to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2005-AR16, under an Assignment/Successive Assignments recorded under Auditor's File No. 201003080088.

*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 03/31/2010
Monthly Payments		\$15,380.35
Late Charges		\$609.00
Lender's Fees & Costs		\$30.00
Total Arrearage	\$16,019.35	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$607.50
Title Report		\$1,393.62
Statutory Mailings		\$9.56
Recording Costs		\$14.00
Postings		\$70.00
Total Costs	<u>\$2,094.68</u>	
 Total Amount Due:		 \$18,114.03

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$496,637.43, together with interest as provided in the note or other instrument evidencing the Obligation from 10/01/09, 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 July 2, 2010. The default(s) referred to in paragraph



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III. together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 06/21/10 (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 06/21/10 (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 06/21/10 (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

GUY DAVIDSON
4191 ISLANDER WAY
ANACORTES, WA 98221

SANDRA W. DAVIDSON
4191 ISLANDER WAY
ANACORTES, WA 98221

by both first class and either certified mail, return receipt requested on 02/25/10, proof of which is in the possession of the Trustee; and on 02/26/10 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 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.



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