

After Recording, Return to:
Glogowski Law Firm, PLLC
Pioneer Building, Suite 501
600 First Avenue
Seattle, WA 98104



201004080072
Skagit County Auditor

4/8/2010 Page 1 of 4 4:10PM

POOR ORIGINAL

File No. 10-1931

Grantors: Joseph A. Kelly and Donna D. Kelly

Grantee: Green Tree Servicing, LLC

Notice of Trustee's Sale

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

I.

NOTICE IS HEREBY GIVEN that the undersigned trustee will on 07/16/2010, at 10:00 a.m. at the main entrance Skagit County Courthouse, 3rd & Kincaid, Mt. Vernon, WA, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will 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: Lot 8, Block 2, "Town Plat of Edison (Haller's Addition)", according to the plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington; EXCEPT that portion conveyed to Skagit County for permanent Highway No. 11 by instrument recorded October 14, 1926 under Auditor's File No. 197913 in Volume 141 of Deeds, Page 273; EXCEPT right-of-way for Dike District No. 19, situate in the County of Skagit, State of Washington; Tax Parcel ID No.: 4099-002-008-0002, P72957; commonly known as: 14119 Mactaggart Ave, Bow, WA 98232, which is subject to that certain Deed of Trust recorded on 04/30/2008, under Auditor's File No. 200804300111, records of Skagit County, Washington, from Joseph A. Kelly and Donna D. Kelly, as Grantor, to Integrated Trustee Services, LLC, as successor Trustee, to secure an obligation in favor of National City Mortgage, as Beneficiary which was subsequently assigned to Green Tree Servicing, LLC on March 12, 2010 under Auditor's File No. 201003120081.

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 in the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

Failure to Make Payments as Follows:

<u>From</u>	<u>Through</u>	<u># of Payments</u>	<u>Payment Amount</u>	<u>Total Payments</u>
Jun, 2009	Mar, 2010	10	\$2181.61	\$21816.10

Late Charge Information:

<u>From</u>	<u>Through</u>	<u># of Payments</u>	<u>Payment Amount</u>	<u>Total Late Charges</u>
Jun, 2009	Mar, 2010			\$854.46

TOTAL CHARGES

\$22670.56

Foreclosure Fees and Costs:

<u>Description</u>	<u>Amount</u>
Trustee's Fee	\$750.00
Certified Mailing Fees (NOD)	\$50.00 (est.)
Recording Sub Trustee	\$100.00
Litigation Guarantee	\$1000.00 (est.)

Posting Notice of Default	\$150.00
Certified Mailing Fees (NTS)	\$100.00 (est.)
Posting Notice of Sale	\$150.00
Recording NTS	\$100.00
Publication Costs	<u>\$1500.00</u>
	<u>\$3900.00</u>

TOTAL FEES

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on sale)	Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: \$388028.02, together with interest as provided in the note or other instrument secured from Jun, 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 07/16/2010. 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 07/06/10 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 07/06/10 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 07/06/10, 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 principle 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:

NAME AND ADDRESS

Joseph A. Kelly and Donna D. Kelly, 14119 Mactaggart Ave, Bow, WA 98232 by both first class and either certified mail, return receipt requested, on 03/05/10, proof of which is in the possession of the Trustee; and on 03/05/10 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 above-described property.



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IX.

Anyone having any objections 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 or trust (the owner) and anyone having an interest junior to the deed or 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.

DATED: April 6, 2010

Integrated Trustee Services, LLC

By Katrina E. Glogowski
Authorized Signature
Pioneer Building, Suite 501
600 First Avenue
Seattle, WA 98104
Contact: Katrina Glogowski
(206) 903-9966

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Katrina E. Glogowski is the person who appeared before me, and said person acknowledges that (he/she) signed this instrument, on oath state that (he/she) was authorized to execute the instrument and acknowledged it to be free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: April 6, 2010



Daniel A. Clare *Wash WA*
NOTARY PUBLIC in and for the State of
Washington, residing at 3/19/2014
My commission expires 3/19/2014

Glogowski Law Firm, PLLC
Pioneer Building, Suite 501
600 First Avenue
Seattle, WA 98104
Phone: (206) 903-9966
Fax: (206) 405-2701

File No.: 10-1931
Client: Green Tree Servicing, LLC
Borrower: Joseph A. Kelly and Donna D. Kelly



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FORECLOSURE LOSS MITIGATION FORM

Please select applicable option(s) below.

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under penalty of perjury that [check the applicable box and fill in any blanks so that the trustee can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required under chapter 61.24 RCW]:

1. The beneficiary or beneficiary's authorized agent has contacted the borrower under, and has complied with, section 2 of this act (contact provision to "assess the borrower's financial ability to pay the debt secured by the deed of trust and explore options for the borrower to avoid foreclosure").

2. The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required in section 2(5) of this act, and after waiting fourteen days after the requirements in section 2 of this act were satisfied, the beneficiary or beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required under section 2 of this act.

3. The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee.

4. Under section 2 of this act, the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the bankruptcy stay remains in place, or the borrower has filed for bankruptcy and the bankruptcy court has granted relief from the bankruptcy stay allowing the enforcement of the deed of trust.

DATED 04/06/2010, residing at Seattle, WA

Katrina E. Gonzalez

The provisions of RCW 61.24 Section 2 do not apply as the applicable deed of trust was originated before January 1, 2003 or after December 31, 2007. RCW 61.24 Section 2, paragraph 7.

DATED _____, residing at _____



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