

Hacker & Willig, Inc., P.S.
1501 Fourth Avenue, Suite 2150
Seattle, Washington 98101-3225



201007210063

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

136220-S
P104523

Grantor(s): Brian P. Wilson
Beneficiary: Mortgage Electronic Registration Systems, Inc., "MERS" solely
as nominee for Banner Bank
Legal Description: Lot 2, SP 95-015 in 13 & 14-35-5 E W.M.
Assessor's Tax Parcel ID: 350514-1-001-0100
File No: 2010-173

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, HACKER & WILLIG, INC., P.S., will on **October 22, 2010 at 10:00 AM** at the following location: At main entrance Skagit County Courthouse, located at 205 W Kinkaid, City of Mount Vernon, State of 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:

Lot 2 of Short Plat No. 95-015, approved February 3, 1998, recorded February 5, 1998, in Book 13 of Short Plats, page 94, as Auditor's File No. 9802050007, records of Skagit County, Washington, and being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13 and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, all in Township 35 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over and across a 20 foot strip of land as shown on the face of said short plat.

Situate in the County of Skagit, State of Washington.

The address of said property is: 28967 State Route 20, Sedro Woolley, WA 98284.
Assessor's Tax Parcel ID: 350514-1-001-0100.

The afore-described real property is subject to that certain Deed of Trust dated August 23, 2005 and recorded on August 29, 2005, under Auditor's File No. 200508290202, records of Skagit County Washington from Brian P. Wilson, a single man, as his separate property, as Grantor, to

Northwest Financial Corporation, a Washington corporation, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., "MERS" solely as nominee for Banner Bank, 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:

January 1, 2010– July 20, 2010

7 Payments @ \$1,457.00	\$ 10,199.00
Appraisal	\$ 300.00
Less Partial Payment	\$ (74.32)
Total Due	\$ 10,424.68

Other potential defaults pursuant to the terms of the Promissory Note ("Note") secured by the Deed of Trust may exist which do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each listed default is a brief description of the action and/or documentation necessary to cure the potential default. This list does not exhaust all possible other defaults; any defaults identified by the Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

CURE

Nonpayment of Taxes/Assessments

Written proof to the Trustee that all taxes and assessments against the property are paid current;

Default under any senior lien

Written proof to the Trustee that all senior liens are paid current and that no other defaults exist;

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.



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Costs and Fees

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees to pay off the Deed of Trust.

Trustee's or Attorneys' Fees	\$ 1,700.00
Title Report	\$ 789.86
Recording Fees	\$ 80.00
Posting of Notice of Default	\$ 90.00
Posting of Notice of Sale	\$ 90.00
Postage	\$ 50.00
Photocopies	\$ 35.00
Long distance telephone charges	\$ 20.00
Federal Express	\$ 20.00

ESTIMATED TOTAL CHARGES, COSTS AND FEES \$ 2,874.86

ESTIMATED TOTAL BREACH AMOUNTS \$ 10,424.68

Total Current Estimated Reinstatement Amount: \$ 13,299.54

The estimated amounts that will be due to reinstate on October 11, 2010 (11 days before the sale date):

Additional Arrearages

July 20, 2010 – October 11, 2010

3 Payments @ \$1,457.00

\$ 4,371.00

Subtotal

\$ 4,371.00

Additional Costs and Fees

Est. Additional Trustee's or Attorneys' Fees

\$ 0.00

Estimated Publication Costs

\$ 1,500.00

Subtotal:

\$ 1,500.00

Total Estimated Reinstatement Amount as of October 11, 2010: \$19,170.54

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal 186,643.00, together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust and as are provided by statute. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to the reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property, or to



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comply with state or local laws, it is necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be in the full amount by certified funds or cash equivalent to the Trustee whose address is:

HACKER & WILLIG, INC., P.S.
1501 Fourth Avenue, Suite 2150
Seattle, Washington, 98101-3225
(206) 340-1935

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 October 22, 2010. The defaults referred to in Paragraph III must be cured by October 11, 2010, to cause a discontinuance of sale. The sale will be discontinued and terminated if at any time on or before October 11, 2010 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 October 11, 2010, 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 Trustee to the Borrower and Grantor and any successor at the following addresses:

Brian P. Wilson
PO Box 111
Sedro Woolley, WA 98284

Unknown Spouse/Domestic Partner of
Brian P. Wilson
PO Box 111
Sedro Woolley, WA 98284

Brian P. Wilson
28967 SR 20
Sedro Woolley, WA 98284

Unknown Spouse/Domestic Partner of
Brian P. Wilson
28967 SR 20
Sedro Woolley, WA 98284

Occupants/Tenants
28967 SR 20
Sedro Woolley, WA 98284

by both first class and certified mail on June 15, 2010 proof of which is in the possession of the Trustee; and on June 16, 2010 the Borrower and Grantor were personally served 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.



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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 and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX.

Anyone having an objection to the sale on any grounds whatsoever is afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the Revised Code of Washington, Chapter 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale. Service of process of any lawsuit or legal action may be made on **Hacker & Willig, Inc. P.S.**, whose address is 1501 Fourth Avenue, Suite 2150, Seattle, WA 98101-3225.

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.

XI.

Notice to Guarantor:

The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust. In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's sale, plus interest and costs.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's sale. The Guarantor will have no right to



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redeem the property after the Trustee's sale. Any action to enforce a guaranty must be commenced within one year after the Trustee's sale, or the last Trustee's sale under any deed of trust granted to secure the same debt (subject to such longer periods as are provided in RCW 61.24).

DATED this 20th day of July, 2010

HACKER & WILLIG, INC., P.S., Trustee

By: 
Arnold M. Willig

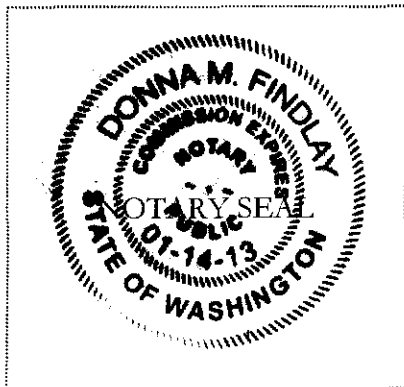
This notice is an attempt to collect a debt and any information obtained will be used for that purpose.

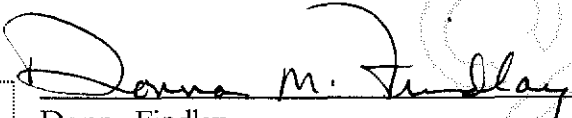
For further information, please call Kristen Evans at (206) 340-1935.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Arnold M. Willig is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated the he was authorized to execute the instrument and acknowledged it as Trustee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7/20/2010




Donna Findlay
Notary Public in and for the State of Washington
My Commission/Appointment expires January 14, 2013



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