



201007220088
Skagit County Auditor

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AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527
Ref: Hanstead, Garrett and Kelsey J., 1452.1009701

Reference Number(s) of Documents assigned or released: 200506160172

Grantor: Bishop, White, Marshall & Weibel, P.S.

Grantee: Garrett Hanstead and Kelsey J Hanstead, Husband and Wife

Abbreviated Legal Description as Follows: Lot A, SP Burl-1-89; Ptn Lot 19, Blk 136, 1st to Burlington

Assessor's Property Tax Parcel/Account Number(s): P72342 aka 4077-136-019-0027

NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, GARRETT RAMSEY HANSTEAD AND KELSEY JEAN HANSTEAD MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.

NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on October 22, 2010 at 10:00 am at the main entrance to the Skagit County Courthouse, located at

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3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

which is subject to that certain Deed of Trust dated June 16, 2005, recorded June 16, 2005, under Auditor's File No. 200506160172 records of Skagit County, Washington, from Garrett Hanstead and Kelsey J Hanstead, Husband and Wife, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as beneficiary. Said Deed of Trust was modified on September 26, 2007 under Auditor's File No. 200709260010. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 default on the obligation secured by the Deed of Trust.

III

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

- i) Failure to pay the following amounts, now in arrears:

Delinquent Monthly Payments Due from 12/1/2009 through 7/1/2010:

6 payment(s) at \$1506.00
2 payment(s) at \$1515.00

Total: 12,066.00
Late Charges:

8 late charge(s) at \$64.37

for each monthly payment not made within 15 days of its due date

Total Late Charges	514.96
Accrued Late Charges:	\$ 20.74
Property Inspection	25.00
Lender's Advances	1,332.68
Bankruptcy Fees and Costs	800.00
TOTAL DEFAULT	\$14,759.38



IV

The sum owing on the obligation secured by the Deed of Trust is: \$194,935.31, together with interest from November 1, 2009 as provided in the note or other instrument, 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 October 22, 2010. The payments, late charges, or other defaults must be cured by October 11, 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 October 11, 2010 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after October 11, 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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on April 29, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 29, 2010, 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 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 any objections to this 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.

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) 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; (2) 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; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought 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; and (5) 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.

EFFECTIVE DATE: July 22, 2010

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.,
Successor Trustee

By: _____

William L. Bishop, Jr.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527



Exhibit 'A'

Lot A, City of Burlington Short Plat No. BU-1-89, approved June 21, 1989, recorded June 22, 1989 in Book 8 of Short Plats, page 135, under Auditor's File No. 8906220049 and being a portion of Lot 19, 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.

TOGETHER WITH an easement for ingress and egress over that portion of Lot B described as follows:

Beginning at the Southeast corner of Tract "A";
thence South along the East line of Lot B a distance of 7 feet;
thence North $88^{\circ}26'32''$ West to intersect the South line of Lot A;
thence North $72^{\circ}46'45''$ East to the point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.



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'Mailing List'

Garrett Hanstead
211 N Section St
Burlington, WA 98233

Kelsey J. Hanstead
211 N Section St
Burlington, WA 98233

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