

WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation  
of Washington  
P.O. Box 22004  
El Cajon, CA. 92022-9004



201010190041  
Skagit County Auditor

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Space Above This Line For Recorder's Use

Loan No. XXXXXXXXXXXX2301

T.S. No. 1270311-12

Parcel No. P46117 351117-0-013-0010

GUARDIAN NORTHWEST TITLE CO.

4417261

### NOTICE OF TRUSTEE'S SALE

99405

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Cal-Western Reconveyance Corporation of Washington, will on January 21, 2011, at the hour of 10:00am,  
AT THE COUNTY COURTHOUSE, 205 W. KINCAID STREET  
in the 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(ies) of SKAGIT, State of Washington to-wit:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 17, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN,  
LYING WEST AND NORTHERLY OF THE RIGHT OF WAY OF A TRUCK LOGGING ROAD MORE  
COMPLETELY DESCRIBED IN ATTACHED EXHIBIT B.

Commonly known as: 8178 FISH HATCHERY LANE  
MARBLEMOUNT WA 98267

which is subject to that certain Deed of Trust dated November 20, 2002, recorded December 09, 2002, under Auditor's File No. 200212090051, Book XX, Page XX, records of SKAGIT County, Washington, from MARREN D. AVERY AND BOB YARBROUGH, WIFE AND HUSBAND as Grantor, to PRLAP, INC. as Trustee, to secure an obligation in favor of BANK OF AMERICA, N.A. as Beneficiary, the beneficial interest in which was assigned to BANK OF AMERICA, N.A.

## NOTICE OF TRUSTEE'S SALE

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

Failure to pay when due the following amounts which are now in arrears: \$4,344.29; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$17,242.16, together with interest as provided in the note or other instrument secured from September 03, 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 December 17, 2010. The default(s) referred to in paragraph III, must be cured by December 06, 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 December 06, 2010 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 06, 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 addresses:

See Exhibit "A" attached

by both first class and certified mail on August 27, 2010 proof of which is in the possession of the Trustee; and on August 25, 2010 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

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## NOTICE OF TRUSTEE'S SALE

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### VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, 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 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.

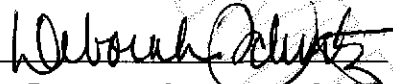
## NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 60<sup>th</sup> 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 60<sup>th</sup> day following the sale the purchaser has the right to evict occupants who are not tenants say 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

DATE: October 11, 2010

Cal-Western Reconveyance Corporation  
of Washington  
Park Tower I Office Building  
201 NE Park Plaza Dr.  
Suite 217  
Vancouver, WA, 98684  
(800) 546-1531

Signature/By

  
Deborah Schwartz, A.V.P.



## NOTICE OF TRUSTEE'S SALE

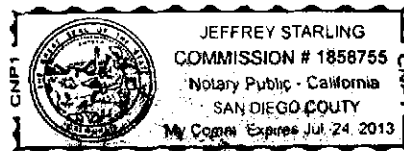
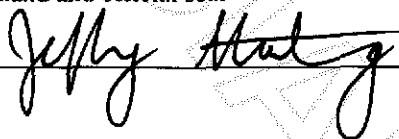
Loan No: XXXXXXXXXXXX2301

T.S. No: 1270311-12

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On OCT 12 2010 before me, Jeffrey Starling,  
a Notary Public in and for said State, personally appeared Deborah Schwartz,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF  
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal (Seal)

Signature



**NOTICE OF TRUSTEE'S SALE EXHIBIT "A"**

Loan No: XXXXXXXXXXXX2301

T.S. No: 1270311-12

Name & Address:

MARREN A AVERY  
8178 FISH HATCHERY LANE  
MARBLEMOUNT WA 98267

BOB YARBROUGH  
8178 FISH HATCHERY LANE  
MARBLEMOUNT WA 98267

MARREN A AVERY  
PO BOX 202  
MARBLEMOUNT WA 98267

BOB YARBROUGH  
PO BOX 202  
MARBLEMOUNT WA 98267

MARREN D AVERY  
8178 FISH HATCHERY LANE  
MARBLEMOUNT WA 98267

BOB YARBROUGH  
P.O. BOX 202  
MARBLEMOUNT WA 98267

MARREN D AVERY  
8178 FISH HATCHERY N  
MARBLEMOUNT WA 98267

BOB YARBROUGH  
8178 FISH HATCHERY LANE  
MARBLEMOUNT WA 98267

MARREN D AVERY  
P.O. BOX 202  
MARBLEMOUNT WA 98267

BOB YARBROUGH  
8178 FISH HATCHERY ROAD  
MARBLEMOUNT WA 98267

MARREN D AVERY  
415 PINE ST  
MOUNT VERNON WA 98273

MARREN D AVERY  
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*Continued*

8178 FISH HATCHERY ROAD  
MARBLEMOUNT WA 98267

PATRICIA PINYARD  
401 S. SECOND STREET  
MOUNT VERNON WA 98273

BOB YARBROUGH  
8178 FISH HATCHERY N  
MARBLEMOUNT WA 98267

MARREN D AVERY  
P.O. BOX 1245  
MOUNT VERNON WA 98273



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EXHIBIT "B"

UNRECORDED

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST AND NORTHERLY OF THE RIGHT OF WAY OF A TRUCK LOGGING ROAD BUILT BY BRADBERRY TIMBER COMPANY; EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY TO ROCKPORT-CASCADE COUNTY ROAD; AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 682758, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO EXCEPT ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 0 DEG 27' 50" EAST ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 451.08 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8405310052, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG SAID EASEMENT LINE NORTH 59 DEG. 21' 20" EAST A DISTANCE OF 214.50 FEET; THENCE NORTH 69 DEG. 34' 10" EAST ALONG SAID EASEMENT LINE A DISTANCE OF 67.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 69 DEG. 34' 10" EAST ALONG SAID EASEMENT LINE A DISTANCE OF 110.78 FEET; THENCE NORTH 88 DEG 03' 20" EAST ALONG SAID EASEMENT LINE A DISTANCE OF 10.31 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ROCKPORT-CASCADE COUNTY ROAD; THENCE NORTH 25 DEG 06' 30" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 245 FEET MORE OR LESS TO THE LEFT BANK OF THE CASCADE RIVER; THENCE WESTERLY ALONG THE LEFT BANK OF THE CASCADE RIVER TO A LINE THAT IS 120 FEET FROM AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE SOUTH 25 DEG. 06' 30" EAST ALONG SAID LINE A DISTANCE OF 240 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING \*\*\*\*\*ABBREVIATED LEGAL PROVIDED AS A COURTESY\*\*\*\*\* PTN NW 1/4 NW 1/4 SEC. 17, T35N R11E W.M. SKAGIT CO, WA



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Skagit County Auditor