

Return Address: MN Service Corporation (WA)
Attention: Guy Towle
4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352



201010200071
Skagit County Auditor
10/20/2010 Page 1 of 5 1:43PM

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Notice of Trustee's Sale		GUARDIAN NORTHWEST TITLE CO. 94134
Reference Number(s) of Documents assigned or released:		200901290040 (Deed of Trust)
Grantor(s): 1. MN Service Corporation (WA) (Successor Trustee)		
<input type="checkbox"/> Additional names on page _____ of document		
Grantee(s): Lucille M. Seger, Unmarried		
<input type="checkbox"/> Additional names on page _____ of document		
Legal Description (abbreviated):	Tract 24 Sterling Place	
Assessor's Property Tax Parcel/Account Number:	4461 4461-000-024-0003 (P107111)	

NOTICE OF TRUSTEE'S SALE
PURSUANT TO REVISED CODE OF WASHINGTON
CHAPTER 61.24

Lucille Seger
3816 Sterling Place
Anacortes, WA 8221-1296

Unknown Spouse or Domestic Partner of
Lucille Seger
3816 Sterling Place
Anacortes, WA 8221-1296

Occupant/Resident
3816 Sterling Place
Anacortes, WA 8221-1296

Tenant
3816 Sterling Place
Anacortes, WA 8221-1296

Mortgage Electronic Registration
Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026

US Bank N.A.
4801 Frederica Street
Owensboro, KY 42301

I.

NOTICE IS HEREBY GIVEN that the undersigned successor Trustee will, on **January 21, 2011, at the hour of 10:00 a.m. at the main entrance to Skagit County Courthouse located at 205 W. Kincaid, in the City of Mt. Vernon, State of Washington, to sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to wit:**

Tract 24, "STERLING PLACE", as per plat recorded in Volume 16 of Plats, pages 13 and 14, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

The street address of the property is - 3816 Sterling Place, Anacortes, WA 98221

which is subject to that certain Deed of Trust dated January 5, 2009, recorded on January 29, 2009 in the records of Skagit County, Washington, Recording No. 200901290040 from Lucille M. Seger, who is unmarried, and as Grantor, to U.S. Bank Trust Company, National Association as Trustee, to secure an obligation in favor of U.S. Bank National Association ND.

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 Borrowers' or Grantors' default on the obligation secured by the Deed of Trust.

III.

The default for which this foreclosure is made is as follows:

Failure to pay to Beneficiary when due the following amounts, which are now in arrears:

Failure to pay the following

Balance due on monthly payments from July 4, 2009 to October 4, 2010 (Principal and interest)	\$	10,032.53
Late Charges	\$	145.00
Total Arrearage and Late Charges	\$	10,177.53



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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$190,000.00 together with interest as provided in the note or other instrument secured, 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 January 21, 2011. The default(s) referred to in Paragraph III must be cured by January 10, 2011 (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 January 10, 2011 (11 days before the sale date), 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 January 10, 2011 (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 or 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:

TO: Lucille Seger
3816 Sterling Place
Anacortes, WA 8221-1296

Unknown Spouse or Domestic Partner
of Lucille Seger
3816 Sterling Place
Anacortes, WA 8221-1296

Occupant/Resident
3816 Sterling Place
Anacortes, WA 8221-1296

Tenant
3816 Sterling Place
Anacortes, WA 8221-1296

by both first-class and certified mail on March 9, 2010 proof of which is in the possession of the Trustee; 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 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 any objection 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 RCW 59.12. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

NOTICE TO GUARANTORS. If you are a guarantor of a loan obligation secured by the Deed of Trust, please be aware that you may be liable for a deficiency judgment to the extent that the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust. A 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. A guarantor has no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in RCW Chapter 61.24, 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. 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 the guarantor's 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.



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

DATED this 14th day of October, 2010

TRUSTEE:

MN SERVICE CORPORATION (WA)

By: Lisa C. Lui
Lisa C. Lui, Vice President
4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352
Telephone: (206) 622-8484

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Lisa C. Lui is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as an officer of MN Service Corporation (WA) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 14, 2010.



Cheryl R. Bodle
Notary Public for Washington
Cheryl R. Bodle
(Printed or Stamped Name of Notary)
Residing at Orting
My appointment expires: 1/8/13



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