



201012280143
Skagit County Auditor

Return to:
Lenard L. Wittlake, PLLC
P.O. Box 1233
Walla Walla, WA 99362

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NOTICE OF TRUSTEE'S SALE

GRANTOR: LENARD L. WITTLAKE, PLLC, Successor Trustee
GRANTEES: WILLIAMS, DIANA (f/k/a Diana Benton)
The PUBLIC
LEGAL
DESCRIPTION: Lots 8, 9, 10, Block 9, C.W. GRIEST'S PLAT OF GRASMERE
TAX PARCEL: P71012
RELATED
DOCUMENT: 200704160115

Borrower:

Diana Williams, a/k/a Diana Benton
P.O. Box 362
Concrete, WA 98237

Subordinate Lienholders:

Citibank South Dakota, NA
P.O. Box 6500
Sioux Falls, SD 57117-6500

Suttell & Hammer, PS
Attorney for Citibank
P.O. Box C - 90006
Bellevue, WA 98009

I.

This Notice supersedes the Notice of Trustee's Sale for March 25, 2011.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 1st day of April, 2011, at the hour of 10 o'clock A.M. at the entrance to the courthouse at 205 West Kincaid in the City of Mount Vernon, Skagit County, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, commonly known as 44950 Dalles Road, City of Concrete, situated in Skagit County, State of Washington, to-wit:

Lots 8, 9, and 10, Block 9, C.W. GREIST'S PLAT OF GRASMERE, as per plat recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington.

Together with that portion of the East ½ of vacated Lincoln Avenue lying South of the North line of said Block 9 extended Westerly and lying North of the centerline of that vacated alleyway abutting Lot 1, Block 10 extended Easterly.

which is subject to those certain Deeds of Trust dated April 9, 2007, recorded April 16, 2007 under Auditor's File No. 200704160115 and 200704160116, records of Skagit County, Washington, from Diana Williams a/k/a Diana Benton as Grantor, to Land Title Company of Skagit County, as Trustee, Lenard L. Wittlake, PLLC, successor trustee under appointments recorded at Skagit County Auditor's file no. 201009300028 and 201009300029, to secure an obligation in favor of NAPUS Federal Credit Union, 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 default(s) for which this foreclosure is made is/are as follows:
Failure to keep property adequately insured.

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

Payments through December 1, 2010	\$10,026.08
Late fees	501.30
Litigation guarantee	682.00
Recording fees	170.00
Attorney fees	940.00
Service/Posting fees	100.00
Courier	45.00
Postage & copies	<u>21.00</u>
Total	\$12,485.38

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$ 161,995, together with interest as provided in the note or other instrument secured from the first day of May, 2010, 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 the 25th day of March, 2011. The default(s) referred to in paragraph III must be cured by the 14th day of March, 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 the 14th day of March, 2011, 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 the 14th day of March, 2011, 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:

Diana Williams
P.O. Box 362
Concrete, WA 98237

by both first-class and certified mail on the 15th day of November, 2010, proof of which is in the possession of the Trustee; and 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 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 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 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



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property, the purchaser shall provide a tenant with written notice in accordance with
RCW 61.24.060;

LENARD L. WITTLAKE, PLLC

By: 

Lenard L. Wittlake, member

P.O. Box 1233

Walla Walla, WA 99362

(509) 529-1529


STATE OF WASHINGTON)

ss.

County of Walla Walla)

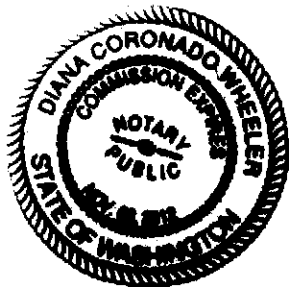
I certify that I know or have satisfactory evidence that Lenard L. Wittlake is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member of Lenard L. Wittlake,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

Dated: December 22, 2010


(Signature)

Title: Notary Public

My appointment expires: 11-8-12



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