

After Recording, Return to:
Glogowski Law Firm, PLLC
2505 Third Ave Ste 100
Seattle, WA 98121



201103300149

Skagit County Auditor

3/30/2011 Page 1 of 4 3:59PM

GUARDIAN NORTHWEST TITLE CO.

101230-2

4914667
1ST AM @ 1/65

File No. 11-2805

Grantors: Denise L. Digrazia and Jeffrey W. Newman

Grantee: Green Tree Servicing LLC

Trustee: Katrina E. Glogowski

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

NOTICE IS HEREBY GIVEN that the undersigned trustee will on 07/01/2011, at 10:00 a.m. at the at main entrance Skagit County Courthouse, located at 3rd and Kinkaid, Mount Vernon, WA, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County of Skagit, State of Washington: Lots 46 and 47, "PLAT of SAUK RIVER ESTATES", according to the plat thereof recorded in Volume 8 of Plats, pages 13 and 14, records of Skagit County, Washington; Tax Parcel ID No.: 3994-000-046-0008 and 3994-000-047-0007; commonly known as: 14919 Rustic Lane, Concrete, WA 98237, which is subject to that certain Deed of Trust recorded on 8/26/1997, under Auditor's File No. 9708260022, records of Skagit County, Washington, from Denise L. Digrazia and Jeffrey W. Newman, as Grantor, to Katrina E. Glogowski, as successor Trustee, to secure an obligation in favor of Washington Mutual Bank, as Beneficiary, which was subsequently assigned to Green Tree Servicing LLC on November 4, 2008 under Instrument Recording 200811040050. ** 9/3/97 * 9709030048

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 or Borrower's default in the obligation secured by the Deed of Trust.

III.

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

Failure to Make Payments as Follows:

From	Through	# of Payments	Payment Amount	Total Payments
Oct, 2010	Mar, 2011	6	\$617.29	\$3703.74
Late Charge Information:				
From	Through	# of Payments	Payment Amount	Total Late Charges
Oct, 2010	Mar, 2011	6		\$63.38

TOTAL CHARGES

\$3767.12

Foreclosure Fees and Costs:

Description	Amount
Trustee's Fee	\$750.00
Certified Mailing Fees (NOD)	\$50.00 (est.)
Recording Sub Trustee	\$100.00
Litigation Guarantee	\$1000.00 (est.)
Posting Notice of Default	\$150.00
Certified Mailing Fees (NTS)	\$100.00 (est.)
Posting Notice of Sale	\$150.00
Recording NTS	\$100.00
Publication Costs	<u>\$1500.00</u>
TOTAL FEES	\$3900.00

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
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Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
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

IV.

The sum owing on the obligation secured by the Deed of Trust is: \$63291.61, together with interest as provided in the note or other instrument secured from Oct, 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 07/01/2011. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 6/20/2011 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 6/20/2011 the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 6/20/2011, and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire balance of principle 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:

NAME AND ADDRESS

Denise L. Digrazia and Jeffrey W. Newman, 14919 Rustic Lane, Concrete, WA 98237
Occupants, 14919 Rustic Lane, Concrete, WA 98237

by both first class and either certified mail, return receipt requested, on 2/17/2011, proof of which is in the possession of the Trustee; and on 2/17/2011 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the



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**BENEFICIARY DECLARATION PURSUANT TO
CHAPTER 61.24 RCW (SB 5810)
AND "FORECLOSURE LOSS" MITIGATION FORM**

Borrower(s): Denise L. Digrazia and Jeffrey W. Newman
Beneficiary: Green Tree Servicing LLC
Property: 14919 Rustic Lane, Concrete, WA 98237

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that [check the applicable box and fill in any blanks so that the trustee can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required under chapter 61.24 RCW as specified in SB 5810/Chapter 292, 2009 Laws ("the act")]: Regarding the above-referenced loan (check applicable box – only ONE choice should apply):

☐ (1) The beneficiary or beneficiary's authorized agent has contacted the borrower under, and has complied with, section 2 of the act (contact provision to "assess the borrower's financial ability to pay the debt secured by the deed of trust and explore options for the borrower to avoid foreclosure").

☐ (2) The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required in section 2(5) of the act and, after waiting fourteen days after the requirements in section 2 of this act were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required under section 2 of the act.

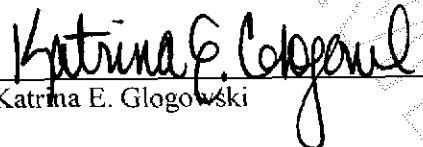
☐ (3) The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee.

☐ (4) Under section 2 of the act, the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the bankruptcy stay remains in place, or the borrower has filed for bankruptcy and the bankruptcy court has granted relief from the bankruptcy stay allowing the enforcement of the deed of trust."

SB 5810 Does NOT apply because, regarding the above-referenced loan:

- ☒ The deed of trust was made before January 1, 2003 or after December 31, 2007, inclusive; or
☐ The property is not owner occupied as the principal residence of the borrower(s); or
☐ The deed of trust secures a commercial loan; or
☐ The deed of trust secures obligations of a grantor who is not the borrower or a guarantor; or
☐ The deed of trust secures a purchaser's obligations under a seller-financed sale.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.


Katrina E. Glogowski



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Skagit County Auditor