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



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**GUARDIAN NORTHWEST TITLE CO.** 

File No. 11-2805

Grantors: Denise L. Digrazia and Jeffrey W. Newman

Grantee: Green Tree Servicing LLC Trustee: Katrina E. Glogowski

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Notice of Trustee's Sale

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

Ĭ.

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 1D 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 \$/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.

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	\$1 <u>500.00</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

Nonpayment of Taxes/Assessments

Default under any senior lien

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on sale)

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Deliver to Trustee written proof that all senior liens are pain current and that no other defaults exist

Deliver to Trustee written proof that the property is insure against hazard as required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust 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 or default or the written notice of default was posted on a conspicuous place on the

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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 foreclosure costs and trustee's fees due at any time prior to the sale.

ИIIV

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 right, title and interest in the above-described property.

ΙX

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 20<sup>th</sup> day following the sale, as against the Grantor under the deed or trust (the owner) and anyone having an interest junior to the deed of trust including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings-under the unlawful detainer act, Chapter 59.12 RCW.

DATED: March 23, 2011

Katrina E. Glogowski 2505 Third Ave Ste 100 Seattle, WA 98121 (206) 903-9966

STATE OF WASHINGTON ) ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Katrina E. Glogowski is the person who appeared before me, and said person acknowledges that (he/she) signed this instrument, on oath state that (he/she) was authorized to execute the instrument and acknowledged it to be free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: March 23, 2011

HENNEDY DYLAN WHITE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MAY 29, 2014

Kennedy Dylan White

Notary Public in and for the State of Washington

Residing at Seattle, Washington

My appointment expires 05/29/2014

Glogowski Law Firm, PLLC Trianon Building Ste 100 2505 Third Ave Seattle, WA 98121 Phone: (206) 903 9966

Phone: (206) 903-9966 Fax: (206) 405-2701 File No.: 11-2805

Client: Green Tree Servicing LLC

Borrower: Denise L. Digrazia and Jeffrey W. Newman



## 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
	gned beneficiary or authorized agent for the beneficiary hereby represents
	he penalty of perjury that [check the applicable box and fill in any blanks so
	nsert, on the beneficiary's behalf, the applicable declaration in the notice of
	ler chapter 61.24 RCW as specified in SB 5810/Chapter 292, 2009 Laws ("the
	ne above-referenced loan (check applicable box – only ONE choice should
apply):	Y/>
	e beneficiary or beneficiary's authorized agent has contacted the borrowe
	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
	the borrower to avoid foreclosure").
	beneficiary or beneficiary's authorized agent has exercised due diligence to
	borrower as required in section 2(5) of the act and, after waiting fourteen days
	juirements in section 2 of this act were satisfied, the beneficiary or the
	s authorized agent sent to the borrower(s), by certified mail, return receipt
	he letter required under section 2 of the act.
	borrower has surrendered the secured property as evidenced by either a letter
	the surrender or by delivery of the keys to the secured property to the
	the beneficiary's authorized agent or to the trustee.
	er section 2 of the act, the beneficiary or the beneficiary's authorized agent has
verified info	ormation that, on or before the date of this declaration, the borrower(s) has
	akruptcy, and the bankruptcy stay remains in place, or the borrower has filed
	tey and the bankruptcy court has granted relief from the bankruptcy stay
	e enforcement of the deed of trust."
SB 5810 Does NOT	apply because, regarding the above-referenced loan:
The dec	ed of trust was made before January 1, 2003 or after December 31, 2007,
inclusiv	
[ ] The pro	operty is not owner occupied as the principal residence of the borrower(s); or
[ ] The dec	ed of trust secures a commercial loan; or
[ ] The dec	ed of trust secures obligations of a grantor who is not the borrower or a
	itor; or
	ed of trust secures a purchaser's obligations under a seller-financed sale.
[ ] The de-	,, of any 2001.10 a parameter 5 001.8
I declare under nen:	alty of perjury under the laws of the state of Washington that the foregoing is
true and correct.	any or position, amount and a management of the position of th
	Viting Colonal All
	MUMULY. CHOPOUL
	Katrina E. Glogowski