



201105040067
Skagit County Auditor

WHEN RECORDED MAIL TO:

5/4/2011 Page 1 of 7 1:38PM

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



Space Above This Line For Recorder's Use

Loan No. XXXXXXXXXXXX2301
T.S. No. 1270311-12
Parcel No. P46117

GUARDIAN NORTHWEST TITLE CO.

99405

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Cal-Western Reconveyance Corporation of Washington, will on August 05, 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 LOADING 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 by 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: \$5,116.41; (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 August 05, 2011. The default(s) referred to in paragraph III, must be cured by July 25, 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 July 25, 2011 (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 July 25, 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 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 March 25, 2011 proof of which is in the possession of the Trustee; and on March 27, 2011 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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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.

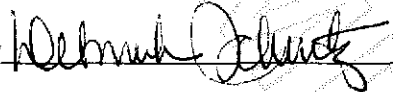
NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 60th 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 60th 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: April 27, 2011

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

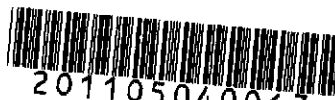
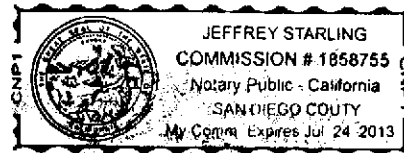
Loan No: XXXXXXXXXXXX2301
T.S. No: 1270311-12

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On APR 28 2011 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

Jeffrey Starling



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

NOSWA.DOC



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MARREN D AVERY
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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TS#1270311

EXHIBIT "B"

UNZC

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 461.08 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. 8406310052, 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 86 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 WJM. SKAGIT CO, WA



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