

When Recorded Return to:
Washington Foreclosure Services, Inc.
P. O. Box 14796
Spokane, WA 99214



201105040084
Skagit County Auditor

5/4/2011 Page 1 of 4 3:32PM

LAND TITLE OF SKAGIT COUNTY

139318-0

Reference: 200005110099 (Deed of Trust)
Grantor(s): Rodger M. Carlson and Faye E. Matier
Beneficiary: Martin W. Savinsky
Abbr. Legal: Ptn Government L2, S 31, T 33 N, R 5 E, WM
Parcel No. 330531-0-008-0001/P18352

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANYTHING OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Washington Foreclosure Services, Inc., will on the **5th day of August, 2011**, at the hour of 10:00 a.m., inside the main entrance of the Skagit County Courthouse, 205 W. Kincaid St., Mt. Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following real property, situate in the County of Skagit, State of Washington, to-wit:

That portion of Government Lot 2 in Section 31, Township 33 North, Range 5 East, W.M., described as follows: BEGINNING at the most Easterly corner of that tract of land commonly known as the Masonic & Ioof Cemetery Tract, as conveyed by deed dated May 16, 1912, filed June 11, 1912, under Auditor's File No. 91728 and recorded in Volume 88 of Deeds, page 587; thence in an Easterly direction along the Southerly line of the County road (now State Highway), 198 feet; thence Southwesterly parallel with the Southeasterly line of said Cemetery Tract as thus conveyed to the West line of said Government Lot 2; thence North along said West line to an inner corner of said Cemetery Tract as thus conveyed; thence Northeasterly along the Southeasterly line of said Cemetery Tract as thus conveyed to the point of beginning, EXCEPT that strip of land 50 feet wide conveyed to English Lumber Company, a corporation, by deed dated November 25, 1919, filed December 4, 1919, under Auditor's File No. 137414, and recorded in Volume 115 of Deeds, page 406. Situate in the County of Skagit, State of Washington.

Which is subject to that certain Deed of Trust dated May 10, 2000, and recorded on May 11, 2000, under file number 200005110099, records of Skagit County, State of

Washington, from Rodger M. Carlson, an unmarried individual and Faye E. Matier, an unmarried individual, as Grantors, to Land Title Company, as Trustee; and Martin W. Savinsky, as his separate property, as said beneficiary; with a subsequent Assignment of Deed of Trust assigning said beneficial interest to Martin W. Savinsky on November 14, 2000, under file no. 200011140057. Washington Foreclosure Services, Inc., was appointed as the new trustee under file no. 200909080202.

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 pay the monthly payments from January 11, 2011, in the sum of \$750.00 per month; late charges from January 2011 in the sum of \$35.00 per month; plus delinquent real estate taxes from 2nd half 2009, all of 2010 and the first half 2011.

IV.

The sum owing on the obligation secured by the Deed of Trust is \$108,000.00 principal, together with interest as provided in the Note or other instrument secured from the 15th day of December, 2010, and such other costs and fees as are due under the note or other instrument secured as are provided by statute.

V.

The above described real property will be sold to satisfy the expense of sale and the obligations secured by the Deed of Trust as provided by statute. The sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on August 5, 2011. The defaults in Paragraph III must be cured by the 25th day of July, 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 25th day of July, 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 the 25th day of July, 2011 (11 days before the sale date), and before the sale by the Borrower, Grantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust plus costs and 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 address: Rodger M. Carlson, 122A. Buck Mountain Road, East Sound, WA 98245; Faye E. Matier, 122 A Buck Mountain Road, East Sound, WA 98245; and to Resident of Property Subject to Foreclosure, 23104 State Route 9, Mount Vernon, WA 98274; by first class and certified mail on the 22nd day of March, 2011, proof of which is in the possession of the Trustee; and the Borrower and



201105040084
Skagit County Auditor

Grantor were personally served on the 24th day of March, 2011, with said written Notice of Default or 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 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 of 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 GUARANTOR(S):

The guarantor(s) may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the deed of trust. The guarantor(s) 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. The guarantor will have no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in Washington Deed of Trust Act, Chapter 61.24. RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or at last trustee's sale, under any deed of trust granted to secure the same debt. In any action for a deficiency, the guarantor(s) 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 its liability for a deficiency to the difference between the debt and the greater costs. The failure of the beneficiary to provide any guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the grantor, or 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



201105040084
Skagit County Auditor

