

RECORDING REQUESTED BY



201105200029

Skagit County Auditor

AND WHEN RECORDED MAIL TO:

5/20/2011 Page 1 of 5 11:03AM

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

CHICAGO TITLE

#1015

DT# 200605310052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: WA01000061-11

Loan No: 3409401613

Order No: 799264

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

GRANTOR: Homestead NW Dev. Co.

I, NOTICE IS HEREBY GIVEN that on **August 19, 2011 10:00 AM**, At the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA, MTC Financial Inc., dba Trustee Corps, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of **Skagit**, State of **Washington**, to-wit:

THAT PORTION OF GOVERNMENT LOT 7, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., LYING EAST OF STATE HIGHWAY NO. 1-AN CONVEYED UNDER AUDITOR'S FILE NO. 542116, OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°25' EAST, A DISTANCE OF 390.86 FEET FROM CENTER OF SAID SECTION THENCE NORTH 89°25' EAST, A DISTANCE OF 343.04 FEET TO THE WEST LINE OF THE COUNTY ROAD; THENCE SOUTH 0°35' EAST, A DISTANCE OF 147.4 FEET; THENCE NORTH 89°25' EAST, A DISTANCE OF 28.19 FEET TO THE WEST LINE OF THE COUNTY ROAD; THENCE SOUTH 16°45' EAST ALONG SAID ROAD LINE, 153.9 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO LEWIS HOWELL BY DEED DATED MAY 18, 1927, AND RECORDED JULY 6, 1972, IN VOLUME 145 OF DEEDS, PAGE 9, UNDER AUDITOR'S FILE NO. 205503, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE NORTH LINE OF SAID HOWELL TRACT WESTERLY TO THE NORTHWEST CORNER OF SAID HOWELL TRACT; THENCE NORTH 0° 35' WEST, 294.8 FEET TO THE PLACE OF BEGINNING, EXCEPT ANY PORTION THEREOF LYING WITHIN CERTAIN EXISTING STREETS OR ROADS.

SAID LAND IS NOW KNOWN AS:

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

LOTS 1, 2, 4 THROUGH 7 INCLUSIVE AND TRACT "A" OF "MARINERS COVE SHORT PLAT" ANA-06-002, APPROVED APRIL 14, 2008, RECORDED APRIL 21, 2008 UNDER AUDITORS FILE NUMBER 200804210233, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 7, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST W.M.

APN: P127521; P127522; P127523; P127524; P127525; P127526; P127527

which is subject to that certain Deed of Trust dated **May 26, 2006**, recorded on **May 31, 2006**, as Instrument No: **200605310052** of Official Records in the office of the Recorder of **Skagit County, WA** from **HOMESTEAD NW DEV. CO.** as Grantor(s), to **FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY**, as Trustee, to secure an obligation in favor of **FRONTIER BANK**, as the original Beneficiary.

More commonly known as **3804 FIDALGO BAY ROAD, ANACORTES, WA 98221**

Said land is now commonly known as **202 MANSFIELD CT, ANACORTES, WA; 206 MANSFIELD CT, ANACORTES, WA; 211 MANSFIELD CT, ANACORTES, WA; 209 MANSFIELD CT, ANACORTES, WA; 207 MANSFIELD CT, ANACORTES, WA; 203 MANSFIELD CT, ANACORTES, WA**

The Skagit County Tax Collector discloses said land to be Vacant.

VACANT LAND: DIRECTION TO THE PROPERTY CAN BE OBTAINED PURSUANT TO A WRITTEN REQUEST SUBMITTED TO THE BENEFICIARY WITHIN 10 DAYS OF THE FIRST PUBLICATION OF THIS NOTICE OF TRUSTEE SALE AT THE FOLLOWING: UNION BANK, N.A. c/o TRUSTEE CORPS 17100 GILLETTE AVE, IRVINE, CA 92614

- II. No action commenced by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK** of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

**Current Beneficiary: UNION BANK, N.A.,
SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK
Contact Phone No.: (858) 496-5484
Address: P.O. BOX 85416, SAN DIEGO, CA 92186**

III. The default(s) for which this foreclosure is made is/are as follows: **FAILURE TO PAY UNPAID PRINCIPAL BALANCE AND / OR INTEREST PLUS IMPOUNDS AND / OR ADVANCES WHICH BECAME DUE PURSUANT TO THE TERMS OF THE NOTE AND/OR DEED OF TRUST PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF INTEREST, BALLOON PAYMENT(S), PLUS IMPOUNDS AND/OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE PURSUANT TO THE NOTE, THE DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS when due; the following amounts which are now in arrears:**

DELINQUENT PAYMENT INFORMATION				
From	To	Number of Payments	Delinquent payment	Total
01/10/2010	05/12/2011	1	\$679,125.00	\$679,125.00

PREVIOUSLY ASSESSED LATE CHARGES				
From	To	Number of Payments	Delinquent payment	Total
01/10/2010	05/12/2011	1	\$2,790.79	\$2,790.79

DEFAULT INTEREST DUE				
From	To	Number of Payments	Delinquent payment	Total
01/10/2010	05/12/2011	1	\$126,970.01	\$126,970.01

PROMISSORY NOTE INFORMATION	
Note Dated:	May 26, 2006
Note Amount:	\$1,000,000.00
Interest Paid To:	January 10, 2010
Next Due Date:	January 10, 2010

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE



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NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER.

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$679,125.00, together with interest as provided in the Note from May 26, 2006, and such other costs and fees 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **August 19, 2011**. The defaults referred to in Paragraph III must be cured by **August 08, 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 before **August 08, 2011** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **August 08, 2011** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK** or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS

506 GROVER STREET
LYNDEN, WA 98264

506 WEST GROVER STREET STE 101
LYNDEN, WA 98264

P.O. BOX 409
LYNDEN, WA 98264

1101 TERRACE DRIVE
LYNDEN, WA 98264

7159-A GUIDE MERIDIAN ROAD
LYNDEN, WA 98264

8858 DEPOT ROAD
LYNDEN, WA 98264

210 MANSFIELD COURT
ANACORTES, WA 98221

1172 EAST GROVER, UNIT A
LYNDEN, WA 98264

P.O. BOX 2215
EVERETT, WA 98264

1700 EAST COLLEGE WAY
MOUNT VERNON, WA 98273

332 SW EVERETT MALL WAY
EVERETT, WA 98264

by both first class and certified mail on February 7, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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 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 this 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.



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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 the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060;

NOTICE TO GUARANTOR(S) - RCW 61.24.042

(1) the guarantor 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; (2) the guarantor 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; (3) the guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the 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 the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the guarantor 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 of such fair value or the sale price paid at the trustee's sale, plus interest and 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.

DATED: May 12, 2011

Trustee Corps, as Duly Appointed Successor Trustee


Matt Kelley, Trustee Sales Officer

MTC FINANCIAL Inc., dba Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

1700 Seventh Avenue
Suite 2100
Seattle WA 98101

TRUSTEE CORPS

17100 Gillette Ave, Irvine, CA 92614

FOR SALE INFORMATION CONTACT: (714)573-1965, (949) 252-8300

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300 RPRRequests@trusteecorps.com

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com

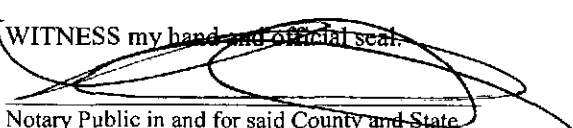
STATE OF CA

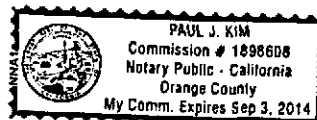
COUNTY OF Orange

On 5/17/11 before me, PAUL J. KIM, a notary public, personally appeared Matt Kelley 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public in and for said County and State



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Re: TS#: WA01000061-11

RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE

The foreclosure process has begun on this property, which may affect your right to continue to live in this property.

Ninety days or more after the date of this notice, this property may be sold at foreclosure.

If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property.

You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have."



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