

When Recorded Return to:

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Caroline E. Lunning  
1221 Second Avenue, Suite 500  
Seattle, WA 98101-2925



201105310089  
Skagit County Auditor

5/31/2011 Page 1 of 7 10:35AM

MIN #: 100047200004205950

Loan #: 420595

Trustee #: 40015.790/CEL

GUARDIAN NORTHWEST TITLE CO.

101352

**NOTICE OF TRUSTEE'S SALE**

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

<b>Grantor(s):</b>	Hillis Clark Martin & Peterson P.S., Successor Trustee
<b>Beneficiary</b>	Mortgage Electronic Registration Systems, Inc./HomeStreet Bank
<b>Grantee(s):</b>	Diego G. Yzaguirre and Marisa Yzaguirre
<b>Legal Description (abbreviated):</b>	SECTION 1, TOWNSHIP 34, RANGE 4; PTN GOV LOT 6 IN SKAGIT COUNTY, WASHINGTON
<input checked="" type="checkbox"/> Complete legal on EXHIBIT A	
<b>Assessor's Tax Parcel Identification No(s):</b>	340401-0-038-0001 (P23314)
<b>Reference No. of Related Documents:</b>	200801300063

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **August 26, 2011**, at the hour of **11:00 AM**, at **main entrance Skagit County Courthouse, located at 205 W Kincaid, City of Mount Vernon, State of Washington**, sell at public auction to the highest and best bidder, payable at time of sale, the real property, situated in the County of Skagit, State of Washington, which property is legally described on EXHIBIT A, the postal address of which is commonly known as:

12403 State Route 9, Mount Vernon, Washington 98273,

which property is subject to that certain Deed of Trust dated January 24, 2008, and recorded in the Official Records of Skagit County, Washington on January 30, 2008, under Recording No. 200801300063, from Diego G. Yzaguirre and Marisa Yzaguirre, husband and wife, as grantors, to First American Title Insurance Company, a California corporation, as trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("**MERS**"), as beneficiary, solely as nominee for HomeStreet Bank, a Washington state chartered savings bank, as lender (the "**Deed of Trust**"), the beneficial interest in which was assigned by MERS to HomeStreet Bank ("**Beneficiary**"), by Assignment of Deed of Trust recorded in the Official Records of Skagit County, Washington on January 28, 2011, under Recording No. 201101280171.

Hillis Clark Martin & Peterson P.S., is now "**Trustee**" by reason of an Appointment of Successor Trustee recorded in the Official Records of Skagit County, Washington on February 11, 2011, under Recording No. 201102110123.

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

III.

The defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts that are now in arrears:

Monthly payments of \$1,631.61, due on April 1, 2010, through June 1, 2010:	\$4,894.83
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Late charges of \$65.26 each for monthly payments due on April 15, 2010, through June 15, 2010:	\$195.78
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Monthly payments of \$1,579.71, due on July 1, 2010, through May 1, 2011:	\$17,376.81
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Late charges of \$63.19 each for monthly payments due on July 15, 2010, through May 15, 2011:	\$695.09
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Advances made by Beneficiary:

Trustee's fees and costs for related foreclosure action:	\$1,297.44
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Attorneys' fees and costs for related bankruptcy action:	\$888.60
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Unapplied funds to be credited towards the account:

(\$ 128.46 )

**TOTAL MONTHLY PAYMENTS,  
LATE CHARGES, AND OTHER  
AMOUNTS IN ARREARS:**

**\$25,220.09**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$198,396.06, together with interest as provided in the Note or other instrument secured from March 1, 2010, and such other costs and fees as are due under the promissory note or other instrument secured, and as are provided by statute.

V.

The 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 26, 2011**. The defaults referred to in paragraph III must be cured by August 15, 2011 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before August 15, 2011 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after August 15, 2011 (11 days before the sale) 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:

Diego G. Yzaguirre  
12403 State Route 9  
Mount Vernon, Washington 98273

Marisa Yzaguirre  
12403 State Route 9  
Mount Vernon, Washington 98273

by both first class and certified mail on April 21, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 23, 2011, with said written Notice of Default or the written notice of default posted in a conspicuous place on the 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. To the best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

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 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 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 tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060 and the Helping Families Save Their Homes Act of 2009.

XI.

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

Sale status may be accessed at <http://ts.hcmp.com>.



DATED this 24<sup>th</sup> day of May, 2011.

TRUSTEE:  
HILLIS CLARK MARTIN & PETERSON P.S.

By:

Julie B. Hamilton  
Julie B. Hamilton

1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

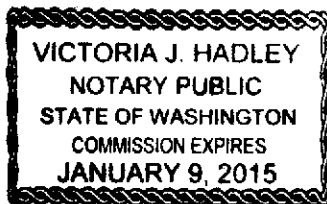
STATE OF WASHINGTON

COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that Julie B. Hamilton is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the representative of HILLIS CLARK MARTIN & PETERSON, a Washington professional service corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24<sup>th</sup> day of May, 2011.



Victoria J. Hadley

Printed Name VICTORIA J. HADLEY

NOTARY PUBLIC in and for the State of Washington,  
residing at Auburn

My Commission Expires 1-9-15



201105310089

Skagit County Auditor

EXHIBIT A

PARCEL "A":

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY, EASTERLY OF THE EASTERLY LINE OF THE PAVED STATE ROAD, AND SOUTHERLY OF A FENCE WHICH RUNS BETWEEN A POINT ON SAID WESTERLY LINE OF SAID RAILWAY WHICH IS 549.7 FEET NORTHERLY OF THE POINT OF INTERSECTION OF SAID WESTERLY LINE WITH THE EASTERLY LINE OF SAID PAVED STATE ROAD (SAID "POINT OF INTERSECTION" HAVING BEEN IDENTIFIED ON THE RECORD AS BEING 332-1/2 FEET EAST AND 1139 FEET SOUTH OF THE INTERSECTION OF THE CENTER LINES OF THE PICKERING AND STATE ROADS), AND A POINT ON SAID EASTERLY LINE OF SAID ROAD WHICH IS 537 FEET NORTHERLY OF SAID POINT OF INTERSECTION; EXCEPT THAT PORTION OF SAID PROPERTY, IF ANY, LYING WITHIN THE BOUNDARIES OF A TRACT CONVEYED TO LOIS W. MCADOW BY DEED DATED MARCH 16, 1950, AND FILED APRIL 12, 1954 AS FILE NO. 500211

EXCEPTING FROM THE ABOVE PREMISES THE NORTH 162 FEET THEREOF AND THE SOUTH 210 FEET THEREOF.

PARCEL "B":

THAT PORTION OF THE WEST 50 FEET OF THE FORMER RAILROAD RIGHT-OF-WAY DESCRIBED BELOW LYING BETWEEN THE NORTH AND SOUTH BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN EXTENDED EASTERLY 50 FEET, MORE OR LESS, TO THE CENTERLINE OF THE FORMER RAILROAD RIGHT-OF-WAY PARCEL:

THAT PORTION OF GOVERNMENT LOTS 2 AND 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AND OF THE EAST 1/2 OF THE SOUTHWEST 1/4, AND OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100.00 FEET IN WIDTH AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY INSTRUMENTS RECORDED IN VOLUME 10 OF DEEDS, PAGE 32, ON JANUARY 22, 1890, AND AS CONVEYED TO THE S. & I. RAILWAY COMPANY BY INSTRUMENT RECORDED IN VOLUME 37 OF DEEDS, PAGE 227, ON MARCH 21, 1899, RECORDS OF SKAGIT COUNTY, WASHINGTON



EXCEPT ANY PORTION CONVEYED TO ROBERT L. MUMFORD BY INSTRUMENT RECORDED IN VOLUME 532 OF OFFICIAL RECORDS, PAGE 70, UNDER AUDITOR'S FILE NO. 8309290021.

ALSO, EXCEPT FROM PARCELS "A" AND "B", THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE HIGHWAY NO. 9 WITH THE NORTHWEST CORNER OF PARCEL "A" OF THOSE PREMISES CONVEYED TO ERROL HANSON BY DEED RECORDED NOVEMBER 12, 1999, UNDER AUDITOR'S FILE NO. 199911120059; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 24 FEET 5 INCHES; THENCE EASTERLY TO A POINT ON THE CENTERLINE OF THE 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE, LAKE SHORE AND EASTERN RAILWAY COMPANY BY INSTRUMENT RECORDED JANUARY 22, 1890 IN VOLUME 10 OF DEEDS, PAGE 32, WHICH IS 21 FEET 6 INCHES NORTH OF THE NORTHEAST CORNER OF PARCEL "B" OF THE ABOVE REFERENCED HANSON DEED; THENCE SOUTHERLY ALONG SAID CENTERLINE 21 FEET 6 INCHES TO SAID NORTHEAST CORNER OF PARCEL "B"; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL "B" AND SAID PARCEL "A" TO THE POINT OF BEGINNING.

PARCEL "C":

THE NORTH 145.37 FEET (AS MEASURED ALONG THE WEST LINE) OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE EAST 50 FEET OF A STRIP OF LAND 100 FEET IN WIDTH THROUGH GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY CO. BY DEED RECORDED JANUARY 22, 1890, IN VOLUME 10 OF DEEDS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT PORTION OF SAID 100 FOOT STRIP CONVEYED TO JACK R. MOORE, BY DEED RECORDED JUNE 26, 1990, UNDER AUDITOR'S FILE NO. 9006260012, RECORDS OF COUNTY AND STATE

EXCEPT THAT PORTION, IF ANY, LYING WITHIN STATE HIGHWAY 9 AND FRONT STREET

