

When Recorded Return to:



201106210058
Skagit County Auditor

6/21/2011 Page 1 of 6 1:17PM

HILLIS CLARK MARTIN & PETERSON P.S.
Attn: Angela T. Vokolek
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

MIN #: 100272200004176629
Loan #: 417662
Trustee #: 40015.820/ATV

GUARDIAN NORTHWEST TITLE CO.
101816

NOTICE OF TRUSTEE'S SALE

1ST/AM

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

Grantor(s):	Hillis Clark Martin & Peterson P.S., Successor Trustee
Beneficiary	Mortgage Electronic Registration Systems, Inc./Windermere Mortgage Services Series LLC
Grantee(s):	Jennifer Zylstra
Legal Description (abbreviated):	PTN LOTS 25 AND 26, "PLAT OF STATE STREET ADDITION TO SEDRO"
<input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A</u>	
Assessor's Tax Parcel Identification No(s):	4173-000-025-0301
Reference No. of Related Documents:	200710260116

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **September 23, 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

1223 Railroad Avenue, Sedro-Woolley, Washington 98284,

which property is subject to that certain Deed of Trust dated October 19, 2007, and recorded in the Official Records of Skagit County, Washington on October 26, 2007, under Recording No. 200710260116, from Jennifer Zylstra, a married woman as her separate estate, as grantor, to Guardian Northwest Title & Escrow, as trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("**MERS**"), as beneficiary, solely as nominee for Windermere Mortgage Services Series LLC, a Delaware series limited liability company, 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 May 10, 2011, under Recording No. 201105100030.

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 May 19, 2011, under Auditor's No. 201105190038.

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 \$1,337.96, due on February 1, 2011, through June 1, 2011:	\$6,689.80
Late charges of \$47.82 each for monthly payments due on February 1, 2011, through June 1, 2011:	\$239.10
Advances made by Beneficiary:	
Additional late charge balance:	\$239.10
TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:	<u>\$7,168.00</u>

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$223,915.80, together with interest as provided in the Note or other instrument secured from January 1, 2011, 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 **September 23, 2011**. The defaults referred to in paragraph III must be cured by September 12, 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 September 12, 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 September 12, 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:

Jennifer Zylstra
1223 Railroad Ave.
Sedro-Woolley, Washington 98284

Matthew Zylstra
1223 Railroad Ave.
Sedro-Woolley, Washington 98284

by both first class and certified mail on May 17, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on May 19, 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.

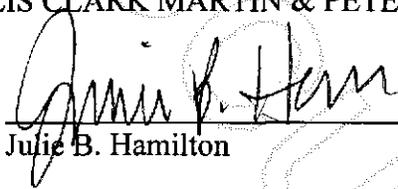
XI.

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.hemp.com>.

DATED this 20th day of June, 2011.

TRUSTEE:
HILLIS CLARK MARTIN & PETERSON P.S.

By: 

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 20th day of June, 2011.



Printed Name Angela T. Vokolek

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

My Commission Expires 3-19-2015



LEGAL DESCRIPTION
EXHIBIT A

PARCEL "A"

THE EASTERLY 80 FEET OF THE NORTHERLY 130 FEET OF TRACT 25, "PLAT OF STATE STREET ADDITION TO SEDRO", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 61 RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED SOUTHERLY 16 FEET OF RAILROAD STREET ABUTTING UPON SAID PROPERTY AS CONVEYED APRIL 8, 1980 UNDER AUDITOR'S FILE NO. 8004080021 RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "B"

THAT PORTION OF TRACT 26, "PLAT OF STATE STREET ADDITION TO SEDRO", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 61, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT 26; THENCE SOUTH 37°01'52" EAST ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 130 FEET; THENCE NORTH 53°06'22" EAST, A DISTANCE OF 3.56 FEET; THENCE NORTH 37°21'07" WEST, A DISTANCE OF 146 FEET TO THE NORTHERLY LINE OF THE VACATED 16 FEET OF RIGHT-OF-WAY ADJOINING THE FRONT OF SAID TRACT 26, AS CONVEYED APRIL 8, 1980 UNDER AUDITOR'S FILE NO. 8004080021 RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 53°06'22" WEST ALONG THE NORTH LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 2.75 FEET TO THE NORTHERLY PROJECTION OF THE WESTERLY LINE OF SAID TRACT 26; THENCE SOUTH 37°01'52" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

