



201107070035
Skagit County Auditor

7/7/2011 Page 1 of 6 1:25PM

After Recording, Return to:
Claire Swazey
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997

File No.: 7301.25776
Grantors: Northwest Trustee Services, Inc.
CitiMortgage, Inc.
Grantee: Mark T. Neville and Alice Neville, husband and wife
Ref to DOT Auditor File No.: 200603130156
Original NTS Auditor File No. 201006170062
Tax Parcel ID No.: P58239
Abbreviated Legal: PTN. Lots 15, 16, 17, 18, BLK.1112, Northern Pacific Addition To Anacortes.

Amended Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I. **GUARDIAN NORTHWEST TITLE CO.**

99680

On **August 19, 2011**, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skagit, State of Washington:

Lot 15, Except the Easterly 23.3 feet, all of Lots 16 and 17, and the East 8.85 feet of Lot 18, Block 1112, Northern Pacific Addition to Anacortes, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington; Situated in Skagit County, Washington.

Commonly known as: 3707 West 6th Street
Anacortes, WA 98221

which is subject to that certain Deed of Trust dated 03/06/06 and recorded on 03/13/06, under Auditor's File No. 200603130156, records of Skagit County, Washington, from Mark T. Neville and Alice Neville, husband and wife., as Grantor, to Chicago Title Company, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for E-Loan, Inc., and its successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. solely as nominee for E-Loan, Inc., and its successors and assigns to CitiMortgage, Inc., under an Assignment/Successive Assignments recorded under Auditor's File No. 201005140143.

*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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 Grantor's or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

		Amount due to reinstate by 07/05/2011
Monthly Payments		\$29,998.52
Late Charges		\$1,212.33
Lender's Fees & Costs		\$3,498.37
Total Arrearage	\$34,709.22	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$675.00
Title Report		\$0.00
Statutory Mailings		\$0.00
Recording Costs		\$0.00
Postings		\$157.36
Sale Costs		\$800.00
Total Costs	<u>\$1,632.36</u>	
Total Amount Due:		\$36,341.58

Other known defaults are as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$181,535.22, together with interest as provided in the note or other instrument evidencing the Obligation from 09/01/09, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on **August 19, 2011**. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 08/08/11 (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 the close of the Trustee's business



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on 08/08/11 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 08/08/11 (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 balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Mark T. Neville
3707 West 6th Street
Anacortes, WA 98221

Alice Neville
3707 West 6th Street
Anacortes, WA 98221

by both first class and either certified mail, return receipt requested on 05/12/10, proof of which is in the possession of the Trustee; and on 05/12/10 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and 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



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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.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com

EFFECTIVE: 07/05/2011

Northwest Trustee Services, Inc., Trustee

By *Claire Swazey*

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997

Contact: Claire Swazey

(425) 586-1900

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Claire M. Swazey is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/5/11

KRISTA N. MAYNE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
06-03-14

Krista N. Mayne
NOTARY PUBLIC in and for the State of
Washington, residing at Woodinville WA
My commission expires 6/3/2014

NORTHWEST TRUSTEE SERVICES, INC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7301.25776
Client: CitiMortgage, Inc.
Borrower: Neville, Mark T. and Alice

SERVING WA, OR, ID, AK, CA, NV, AZ, MT, HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.



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File No. 7301.25776/Neville, Mark T. and Alice

Amended Notice of Foreclosure
Pursuant to the Revised Code of Washington
RCW 61.24, et seq.

To:

Mark T. Neville
3707 West 6th Street
Anacortes, WA 98221

Alice Neville
3707 West 6th Street
Anacortes, WA 98221

The attached Amended Notice of Trustee's Sale is a consequence of default(s) in the obligation to the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on **August 19, 2011**. To cure the monetary default(s), you must bring the payments current, cure any other default(s), pay accrued late charges, advances, other costs, trustee's fees and attorneys' fees as set forth below by 08/08/11 (11 days before sale date). These arrears and costs are as follows:

	Amount due to reinstate by 07/05/2011	Estimated amount due to reinstate by 08/08/11
Monthly Payments	\$29,998.52	\$31,384.12
Late Charges	\$1,212.33	\$1,270.06
Lender's Fees & Costs	\$3,498.37	\$3,498.37
Total Arrears	<u>\$34,709.22</u>	<u>\$36,152.55</u>
Trustee's Expenses (Itemization)		
Trustee's Fee	\$675.00	\$675.00
Title Report	\$0.00	\$0.00
Postings	\$157.36	\$227.36
Postage	\$0.00	\$56.00
Recording	\$0.00	\$127.00
Sale Costs	\$0.00	\$0.00
Publication	\$800.00	\$800.00
Total Costs	<u>\$1,632.36</u>	<u>\$1,885.36</u>
Total Amount Due:	\$36,341.58	\$38,037.91

To pay off the entire obligation secured by your Deed of Trust as of the 07/05/2011, you must pay a total of \$181,535.22 in principal, \$20,471.20 in interest, plus other costs and advances estimated to date in the amount of \$3,498.37. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of a certain payoff date. You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including 08/08/11 (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not requiring payment of money that occur after the date of this notice must also be cured in order to



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effect reinstatement. In addition, because some of the charges can only be estimated at this time and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee prior to the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. In addition, the Trustee's fees may increase as more time is allowed to pass before reinstatement is made.

Tender of payment or performance must be made to: **Northwest Trustee Services, Inc., whose address is P.O. Box 997, Bellevue, Washington 98009-0997 (425) 586-1900.**

AFTER THE TRUSTEE'S CLOSE OF BUSINESS ON 08/08/11 (11 days before the sale date), YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of \$181,535.22 plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the loan documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the County in which the sale is to be held. In such action, you may also raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

The court may grant a restraining order or injunction to restrain the trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at 3535 Factoria Boulevard SE, Suite 200, Bellevue, WA 98006.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all your interest in the property.

DATED: 07/05/2011

**Northwest Trustee Services, Inc., Trustee
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900
Contact: Claire Swazey**

NORTHWEST TRUSTEE SERVICES, INC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

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