

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



201111020075
Skagit County Auditor

11/2/2011 Page 1 of 5 2:06PM

File No.: 7827.20224
Grantors: Northwest Trustee Services, Inc.
OneWest Bank, FSB
Grantee: Omer V. and Ruth E. Day, Trustees of the Omer V. and Ruth E. Day Revocable Living Trust of October 16, 1996.
Ref to DOT Auditor File No.: 200612190097
Tax Parcel ID No.: 350404-1-013-0006
Abbreviated Legal: Acres 1.41, those portions of government lot 2, section 4, township 35 North, Range 4 East, W.M., Described as follows: 1)

Notice of Trustee's Sale

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

I.

On **February 3, 2012**, 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 undersigned 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:

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Those portions of Government Lot 2, Section 4, Township 35 North, Range 4 East, W.M., described as follows:

1. Beginning at the intersection of the Northerly line of the County Road No. 279 (formally the Old Fairhaven and Southern Railway right-of-way) with the East line of said Government Lot 2; thence Northwesterly along said Northerly line, 500 feet to the true point of beginning; thence Northerly at right angles to said road, a distance of 164 feet; thence Northwesterly parallel with the Northerly line of the County Road, 200 feet; thence Southwesterly, 435 feet, more or less, to a point on the Northerly line of the County Road, which is 318 feet Easterly (as measured along said Northerly line) of its intersection with the West line of said Government Lot 2; thence Easterly along the Northerly line of the County Road to the true point of beginning.
2. Beginning at a point on the Northerly line of the County Road No. 279, which is 268 feet Easterly of its intersection with West line of said Government Lot 2, (as measured along the Northerly line of said road); thence Northerly at right angles to said road to a point which is 40 feet Northerly of the centerline thereof, said point being the true point of beginning of this description; thence continues along said line, 8 feet; thence Easterly parallel with the North line of said road, 8 feet; thence Southerly at right angles to said road, 8 feet; thence Westerly, 8 feet to the true point of beginning (it being the intent of this description to describe the area within which an existing well is now located).

Commonly known as: 20207 Prairie Rd
Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 12/14/06, recorded on 12/19/06, under Auditor's File No. 200612190097, records of Skagit County, Washington, from Omer V. Day and Ruth E. Day, Trustees of the Omer V. and Ruth E. Day Revocable Living Trust, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation "Obligation" in favor of First Mariner Mortgage, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. ("MERS"), a Delaware Corporation, its successors or assigns, as nominee for Financial Freedom Acquisition LLC to OneWest Bank, FSB, under an Assignment/Successive Assignments recorded under Auditor's File No. 201109150074.

*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 Note and Deed of Trust pursuant to paragraph 9(a)(i): " A borrower dies and the property is not the principal residence of at least one surviving Borrower."

		Amount due to satisfy by 10/31/2011
Unpaid principal balance due in full (maturity date 02/08/11)		\$217,686.42
Interest		\$28,480.99
Mortgage Insurance Premium		\$10,045.60
Lender's Fees & Costs		\$2,100.00
Total Arrearage	\$258,313.01	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$607.50
Title Report		\$843.96
Statutory Mailings		\$34.16
Recording Costs		\$28.00
Postings		\$70.00
Sale Costs		\$31.50
Total Costs	<u>\$1,615.12</u>	
Total Amount Due:		\$259,928.13

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$217,686.42, together with interest as provided in the note or other instrument evidencing the Obligation from 01/08/11, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.



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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 February 3, 2012. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured before the sale date, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time 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 a 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

Omer V. Day, Trustee of the Omer V. and Ruth E. Day
Revocable Living Trust of October 16, 1996
20207 Prairie Road
Sedro Woolley, WA 98284

Ruth E. Day
20207 Prairie Road
Sedro Woolley, WA 98284

Omer V. Day, Trustee of the Omer V. and Ruth E. Day
Day Trustee
Revocable Living Trust of October 16, 1996
Oct 16 1996
62 Aspen Hill Drive
Fredericksburg, VA 22406-8441

Unknown Spouse and/or Domestic Partner of Omer V
of the Omer V/Ruth E Day Revocable Lvng Trust of
62 Aspen Hill Drive
Fredericksburg, VA 22406-8441

Unknown Spouse and/or Domestic Partner of Omer V Day Trustee
of the Omer V/Ruth E Day Revocable Lvng Trust of Oct 16 1996
20207 Prairie Road
Sedro Woolley, WA 98284

The Estate of Ruth E. Day
20207 Prairie Road
Sedro Woolley, WA 98284

The Heirs or Devisees of Ruth E. Day
20207 Prairie Road
Sedro Woolley, WA 98284

Unknown Spouse and/or Domestic Partner
of the Omer V/Ruth E Day Revocable Lvng T
62 Aspen Hill Dr
Fredericksburg, VA 22406-8441

The Heirs and Devisees of Ruth E. Day
62 Aspen Hill Dr
Fredericksburg, VA 22406-8441

The Estate of Ruth E. Day
62 Aspen Hill Dr
Fredericksburg, VA 22406-8441

Ruth E. Day
Day
62 Aspen Hill Dr
Fredericksburg, VA 22406-8441

Omer V. Day, Trustee of the Omer V. and Ruth E.
62 Aspen Hill Dr
Fredericksburg, VA 22406-8441

by both first class and either certified mail, return receipt requested on 09/02/11, proof of which is in the possession of the Trustee; and on 09/06/11 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.



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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.

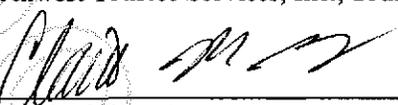
X.

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 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: 10/31/2011

Northwest Trustee Services, Inc., Trustee

By 
Authorized Signature

P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Claire Swazey
(425) 586-1900

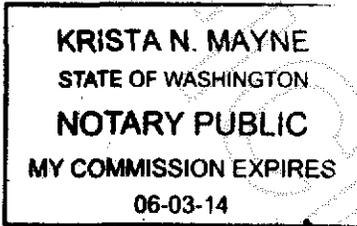


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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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: 11/1/11



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., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC
FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-
1900 FAX (425) 586-1997**

File No: 7827.20224
Client: Financial Freedom Acquisition LLC
Borrower: Day, Omer V and Ruth E

SERVING WA, OR, ID, 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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