

When recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988



201112270141

Skagit County Auditor

12/27/2011 Page 1 of 5 12:06PM

Space above this line for recorder's use

AMENDED NOTICE OF TRUSTEE'S SALE

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



T.S. No: F526905 WA Unit Code: F Loan No: 0999655814/MILLER
AP #1: 3809-507-003-0008

This notice replaces any previous "NOTICE OF TRUSTEE'S SALE" affecting the same Deed of Trust.

NOTICE IS HEREBY GIVEN THAT the undersigned trustee, T.D. SERVICE COMPANY OF WASHINGTON, 1820 E. First St., Suite 210, P.O. Box 11988, Santa Ana, CA 92705, will on MARCH 23, 2012 at the hour of 10:00 A.M. AT THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 205 WEST KINCAID STREET, MOUNT VERNON, State of WASHINGTON, sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in the County of SKAGIT, State of WASHINGTON, to Wit:

LOTS 1, 2 AND THE EASTERLY 5 FEET OF LOT 3, BLOCK 1507, NOTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT, THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALSO BEING KNOWN AS TRACTA OF SURVEY RECORDED UNDER AUDITOR S FILE NO. 9301290038, IN VOLUME 13 OF SURVEYS, PAGE 195, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON

The street or other common designation if any, of the real property described above is purported to be: 4002 4TH STREET, ANACORTES, WA 98221-1257

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

which is subject to that certain Deed of Trust dated June 21, 2005, recorded July 18, 2005, under Auditor's File No. 200507180023 in Book --- Page ---, records of SKAGIT County, WASHINGTON, from ROBERT G. MILLER, DIANE M. MILLER as Grantor, to WELLS FARGO FINANCIAL NATIONAL BANK as Trustee, to secure an obligation in favor of WELLS FARGO BANK, N.A. as Beneficiary.

NTS NO 201105230094

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

III

The default(s) for which this foreclosure is made is/are as follows:

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

15 PYMTS FROM 10/01/10 TO 12/01/11 @ 215.21	\$3,228.15
ACCRUED LATE CHARGES	\$43.74
APPRAISAL FEE	\$154.00
RECONVEYANCE FEE IN THE AMOUNT OF \$32.00	\$32.00
 Sub-total of amounts in arrears:	 \$3,457.89

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

IV

The sum owing on the obligation secured by the Deed of Trust is principal \$61,754.70 together with interest as provided in the note or other instrument secured from 09/01/10, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V

The above described real property will be sold to satisfy the expense of the 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 03/23/12. The default(s) referred to in paragraph III must be cured by 03/12/12, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before 03/12/12, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 03/12/12, (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 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.



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VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address:

ROBERT G. MILLER
322 ALLEN ST
ARROYO GRANDE, CA 93420-3306

DIANE M. MILLER
322 ALLEN ST
ARROYO GRANDE, CA 93420-3306

SPOUSE OF ROBERT G. MILLER
322 ALLEN ST
ARROYO GRANDE, CA 93420-3306

SPOUSE OF DIANE M. MILLER
322 ALLEN ST
ARROYO GRANDE, CA 93420-3306

OCCUPANT
4002 4TH STREET
ANACORTES, WA 98221

OCCUPANT
4002 W 4TH ST
ANACORTES, WA 98221-1257

ROBERT G. MILLER
4002 W 4TH ST
ANACORTES, WA 98221-1257

DIANE M. MILLER
4002 W 4TH ST
ANACORTES, WA 98221-1257

SPOUSE OF ROBERT G. MILLER
4002 W 4TH ST
ANACORTES, WA 98221-1257

SPOUSE OF DIANE M. MILLER
4002 W 4TH ST
ANACORTES, WA 98221-1257

ROBERT G. MILLER
4002 4TH STREET
ANACORTES, WA 98221-1257

SPOUSE OF ROBERT G. MILLER
4002 4TH STREET
ANACORTES, WA 98221-1257



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DIANE M. MILLER
4002 4TH STREET
ANACORTES, WA 98221-1257

SPOUSE OF DIANE M. MILLER
4002 4TH STREET
ANACORTES, WA 98221-1257

by both first class and certified mail on April 20, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 20, 2011, 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 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.

Notice and other personal service may be served on the Trustee at:
T.D. SERVICE COMPANY OF WASHINGTON
520 E. Denny Way
Seattle, WA 98122-2100
(800) 843-0260
(206) 859-6989

If you are interested in attempting to save your home from foreclosure, Wells Fargo may be able to assist you. Please contact 1-888-508-8811 for more information.



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Skagit County Auditor

DATED: December 21, 2011

T.D. SERVICE COMPANY OF WASHINGTON, SUCCESSOR TRUSTEE

By [Signature]
CINDY GASPAROVIC, ASSISTANT SECRETARY
1820 E. First St., Suite 210
P.O. Box 11988
Santa Ana, CA 92705
(800) 843-0260
(206) 859-6989

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.tacforeclosures.com/sales

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On 12/21/11 before me, LOAN DUONG, a Notary Public, personally appeared CINDY GASPAROVIC, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

