

Return Address: MN Service Corporation (WA)
Attention: Guy Towle
4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352



201202100043
Skagit County Auditor

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AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Notice of Trustee's Sale
Reference Number(s) of Documents assigned or released:	200611060115 (Deed of Trust)
Grantor(s):	1. MN Service Corporation (WA) (Successor Trustee)
<input type="checkbox"/>	Additional names on page _____ of document
Grantee(s):	Ardith M. Kelley, Unmarried Individual
<input type="checkbox"/>	Additional names on page _____ of document
Legal Description (abbreviated):	Lots 3 and 4 Block 54 CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County
Assessor's Property Tax Parcel/Account Number:	P55236

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**NOTICE OF TRUSTEE'S SALE
PURSUANT TO REVISED CODE OF WASHINGTON
CHAPTER 61.24**

Ardith M. Kelley
1107 14th Street
Anacortes, WA 98221

Unknown Spouse or Domestic Partner of
Ardith M. Kelley
1107 14th Street
Anacortes, WA 98221

Ardith M. Kelley
1103 14th Street
Anacortes, WA 98221

Occupant/Resident
1107 14th Street
Anacortes, WA 98221

I.

NOTICE IS HEREBY GIVEN that the undersigned successor Trustee will, on **May 18, 2012 at the hour of 10:00 a.m. at the main entrance to the Skagit County Courthouse located at 205 W. Kincaid St. in the City of**

Mount Vernon State of Washington, to sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to wit:

Lots 3 and 4, Block 54, "CITY OF ANACORTES", according to the plat recorded in Volume 2 of Plats, page 4 records of Skagit County, Washington

Situated In The County of Skagit, State of Washington

The property address is: 1107 14th Street
Anacortes, WA 98221

which is subject to that certain Deed of Trust dated October 5, 2006 and recorded on November 6, 2006, in the records of Skagit County, Washington, Recording No. 200611060115 from Ardith M. Kelley, unmarried individual and as Grantor, to U.S. Bank Trust Company, National Association, as Trustee, to secure an obligation in favor of U.S. Bank National Association, ND.

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 Borrowers or Grantors' default on the obligation secured by the Deed of Trust.

II.

The default for which this foreclosure is made is as follows:

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

Failure to pay the following

Balance due on monthly payments from July 15, 2010, \$ 32,649.87
to January 15, 2012 (revolving/per month)

Late Charges \$ 125.00

Total Arrearage and Late Charges \$ 32,774.87

III.

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$208,656.88 together with interest as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

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SEADOCs:443370.1
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IV.

The above-described real 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 May 18, 2012. The default(s) referred to in Paragraph III must be cured by May 7, 2012 (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 May 7, 2012, (11 days before the sale date), the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after May 7, 2012 (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 or Trust, and curing all other defaults.

V.

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

TO: Ardith M. Kelley
1107 14th Street
Anacortes, WA 98221

Occupant/Resident
1107 14th Street
Anacortes, WA 98221

Unknown Spouse or Domestic Partner
of Ardith M. Kelley
1107 14th Street
Anacortes, WA 98221

by both first-class and certified mail on October 17, 2011, proofs of which is in the possession of the Trustee; 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 posting.

VI.

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.



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VII.

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.

VIII.

Anyone having any objection to this 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.

IX.

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 RCW 59.12. For tenant-occupied property the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060

NOTICE TO GUARANTORS. If you are a guarantor of a loan obligation secured by the Deed of Trust, please be aware that you may be liable for a deficiency judgment to the extent that the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust. A guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale. A guarantor has no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in RCW Chapter 61.24, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any Deed of Trust granted to secure the same debt. In any action for a deficiency, the guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit the guarantor's liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

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



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DATED this 8th day of February, 2012

TRUSTEE:

MN SERVICE CORPORATION (WA)

By: *Lisa C. Lui*
Lisa C. Lui, Vice President
4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352
Telephone: (206) 622-8484

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Lisa C. Lui is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as an officer of MN Service Corporation (WA) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 8, 2012.



Cheryl R Bodle
Notary Public for Washington
Cheryl R Bodle
(Printed or Stamped Name of Notary)
Residing at OTWAY
My appointment expires: 1/8/13

