

When Recorded Return to:



201205150037

Skagit County Auditor

5/15/2012 Page

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5 12:05PM

HILLIS CLARK MARTIN & PETERSON P.S.

Attn: Tracy M. Yi

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

MIN #: 100047200004390539

Loan #: 439053

Trustee #: 40016.308/TMY

NOTICE OF TRUSTEE'S SALE

6518924
FIRST AM
5/16/12

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./HomeStreet Bank
Grantee(s):	Robert C. Martin and Julie E. Martin
Legal Description (abbreviated):	PTN. LOT 6, TRACT 2, "PEAVEY'S ACREAGE,
<input checked="" type="checkbox"/> Complete legal within document	TRACTS NO. 1 AND 2 (SEC. 17, 20, 21, 22 & 28)
Assessor's Tax Parcel Identification No(s):	3966-002-006-0303 (P67964)
Reference No. of Related Documents:	200905050068

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **August 17, 2012**, at the hour of **11:00 AM**, at the **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 of Skagit, State of Washington, which property is legally described as follows:

THE NORTH 175 FEET OF THE WEST 200 FEET OF THE EAST 1/2 OF LOT 6, TRACT 2, "PEAVEY'S ACREAGE, TRACTS NO. 1 AND 2 (SECTIONS 17, 20, 21, 22 & 28, TOWNSHIP 35 NORTH, RANGE 5 EAST) SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 37, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE BURMASTER ROAD RUNNING ALONG THE NORTH LINE THEREOF,

the postal address of which is commonly known as:

26834 Burmaster Road, Sedro Woolley, Washington 98284,

which property is subject to that certain Deed of Trust dated April 28, 2009, and recorded in the Official Records of Skagit County, Washington on May 5, 2009, under Recording No. 200905050068, from Robert C. Martin and Julie E. Martin, husband and wife, as grantor, to Guardian Northwest Title, as trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("**MERS**"), as beneficiary, solely as nominee for HomeStreet Bank, a Washington state chartered savings bank, 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 April 4, 2012, under Recording No. 201204040043.

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 April 16, 2012, under Recording No. 201204160088.

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 \$1,744.67, due on
December 1, 2011, through May 1, 2012:

\$10,468.02



Late charges of \$69.79 each for monthly payments due on December 1, 2011, through May 1, 2012:

\$418.74

**TOTAL MONTHLY PAYMENTS,
LATE CHARGES, AND OTHER
AMOUNTS IN ARREARS:**

\$10,886.76

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$250,872.73, together with interest as provided in the Note or other instrument secured from November 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 **August 17, 2012**. The defaults referred to in paragraph III must be cured by August 6, 2012 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before August 6, 2012 (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 August 6, 2012 (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:

Robert C. Martin
26834 Burmaster Road
Sedro Woolley, Washington 98284

Julie E. Martin
26834 Burmaster Road
Sedro Woolley, Washington 98284

by both first class and certified mail on April 10, 2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 11, 2012, 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.hcmp.com>.

DATED this 14th day of May, 2012.

TRUSTEE:
HILLIS CLARK MARTIN & PETERSON P.S.

By: _____

Julie B. Hamilton

1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

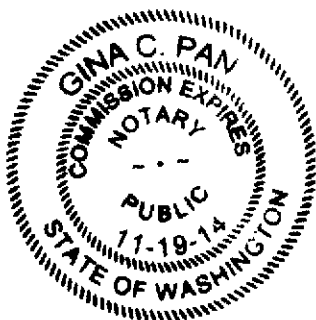
STATE OF WASHINGTON

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 14th day of May, 2012.



Printed Name Gina C. Pan

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

My Commission Expires 11-19-14

