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



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5 3:37PM

File No.:

7827.20356

**Grantors:** 

Northwest Trustee Services, Inc.

OneWest Bank, FSB

Grantee:

Rory Karl Swedelius, Personal Representative of the Estate of Nancy Ann

**Swedelius** 

Ref to DOT Auditor File No.: 200708210094

Tax Parcel ID No.: P47877 & P119861

Abbreviated Legal: Lot 1, SP#97-0068, Ptn S 1/2 of SE 1/4, 13-36-3 E W.M.

## Notice of Trustee's Sale

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

I.

On September 7, 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:

Lot 1, Short Plat No. 97-0068, recorded under Auditor's File No. 200307180022, records of Skagit County, Washington; and being a portion of the South 20 acres of that portion of the South 1/2 of the Southeast 1/4 of Section 13, Township 36 North, Range 3 East, W.M., lying East of the CCC Road, as measured by a line drawn parallel to the South line of said Section 13.

Commonly known as: 2951 Barrell Springs Road

Bow, WA 98232

which is subject to that certain Deed of Trust dated 08/16/07, recorded on 08/21/07, under Auditor's File No. 200708210094, records of Skagit County, Washington, from Nancy A. Swedelius, a widow, as her separate estate, as Grantor, to LENDERS FIRST CHOICE, as Trustee, to secure an obligation "Obligation" in favor of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc., 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. 201204090136.

\*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 secured by the Deed of Trust.

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 06/04/2012
Unpaid Principal Balance	\$186,921.89
Due in Full Upon	
(Maturity Date 5/1/2011)	A
Interest	\$19,628.36
Mortgage Insurance	\$10,684.38
Premium	
Lender's Fees & Costs	\$2,270.00
Total Arrearage	\$2,340.00
Trustee's Expenses	
(Itemization)	
Trustee's Fee	\$300.00
Title Report	\$854.78
Statutory Mailings	<b>\$829.00</b>
Recording Costs	\$28.00
Postings	\$70.00
Sale Costs	\$0.00
Total Costs	\$2,689.28
Total Amount Due:	\$222,193.91

IV.

The sum owing on the Obligation is: Principal Balance of \$186,921.89, together with interest as provided in the note or other instrument evidencing the Obligation from 04/01/11, and such other costs and fees as are due under the Obligation, and as are provided by statute.

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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 on September 7, 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 by before the sale, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the sale, 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 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, 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 address(es):

## NAME AND ADDRESS

Nancy A Swedelius 2951 Barrell Springs Road Bow, WA 98232

The Heirs & Devisees of Nancy A Swedelius 2951 Barrell Springs Road Bow, WA 98232

Nancy A Swedelius c/o Stephen C Schutt, Attny 1011 Eighth Street Anacortes, WA 98221

Rory Karl Swedelius, Personal Rep. c/o Stephen C Schutt, Attny Po Box 1032 Anacortes, WA 98221

Unknown Spouse and/or Domestic Partner of Nancy A Swedelius 2951 Barrell Springs Road Bow, WA 98232 The Estate of Nancy A Swedelius 2951 Barrell Springs Road Bow, WA 98232

Nancy A Swedelius c/o Stephen C Schutt, Attny Po Box 1032 Anacortes, WA 98221

Nancy A Swedelius c/o Rory Karl Swedelius, Personal Rep. 2951 Barrell Springs Road Bow, WA 98232

Rory Karl Swedelius, Personal Rep. c/o Stephen C Schutt, Attny 1011 Eighth Street
Anacortes, WA 98221

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by both first class and either certified mail, return receipt requested on 04/27/12, proof of which is in the possession of the Trustee; and on 04/27/12 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 20<sup>th</sup> 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 20<sup>th</sup> 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 <a href="www.northwesttrustee.com">www.northwesttrustee.com</a> and are incorporated by this reference. You may also access sale status at <a href="www.northwesttrustee.com">www.northwesttrustee.com</a> and <a href="www.northwes

EFFECTIVE: 06/04/2012

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Claire Swazey

Contact. Clant

(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:

KRISTA N. MAYNE STATE OF WASHINGTON

NOTARY PUBLIC

MY COMMISSION EXPIRES 06-03-14 NOTARY PUBLIC in and for the State of

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

My commission expires

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: 7827.20356

Client: Financial Freedom Acquisition LLC

Borrower: Swedelius, Nancy A

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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