

After recording return document to:  
**ZENDER & THURSTON, P.S.**  
**P.O. BOX 5226**  
**BELLINGHAM, WA 98227**



201211150112

Skagit County Auditor

11/15/2012 Page

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5 4:14PM

DOCUMENT TITLE: **NOTICE OF TRUSTEE'S SALE**

REFERENCE NUMBER OF RELATED DOCUMENT: **200504260215**

GRANTOR(S): **LAUGHLAN H. CLARK, ESQ., TRUSTEE**

GRANTEE(S): **ALBERT L. TAYLOR and KATHY M. TAYLOR, husband and wife**

ABBREVIATED LEGAL DESCRIPTION: **Ptn SW 1/4 of NW 1/4, S-34-5 E W.M.**

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S): **P105833**

### **NOTICE OF TRUSTEE'S SALE**

**TO:** Albert L. Taylor  
Kathy M. Taylor  
25248 Old Day Creek Road  
Sedro-Woolley, WA 98284

Albert L. Taylor  
P.O. Box 312  
Clearlake, WA 98235

Kathy M. Taylor  
P.O. Box 531  
Clearlake, WA 98235

Household Finance Corporation III  
3701 88<sup>th</sup> Street NE  
Plaza 88 Shpg Ctr – Suit C.  
Marysville, WA 98270

Household Finance Corporation III  
c/o Bishop, White & Marshall, P.S.  
P.O. Box 2186  
Seattle, WA 98111-2186

Skagit Bonded Collectors  
c/o Craig Cammock  
227 Freeway Dr., Ste. B  
Mt. Vernon, WA 98273-2805

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **22nd day of March, 2013, at the hour of 10:00 a.m.** in the lobby of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of Mt. Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

A portion of the East 462.00 feet of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5, Township 34 North, Range 5 East W.M., described as follows:

Beginning at the Southeast corner of Skagit County Short Plat No. 52-73 as recorded May 6, 1974, in Volume 1 of Short Plats, page 51, records of Skagit County, Washington;  
thence North  $00^{\circ}24'49''$  West parallel with the East line of said Short Plat, for a distance of 579.37 feet to the true point of beginning;  
thence along said East line, for a distance of 421.22 feet to the South line of the County road known as Old Day Creek Road;  
thence North  $48^{\circ}27'58''$  East along said South line, for a distance of 113.96 feet to the beginning of a tangent curve of 606.62 foot radius, concave Southeasterly;  
thence Northeasterly through a central angle of  $32^{\circ}17'31''$ , for a distance of 341.89 feet;  
thence South  $00^{\circ}22'47''$  East, for a distance of 636.62 feet;  
thence South  $89^{\circ}17'37''$  West, for a distance of 391.32 feet to the East line of said Short Plat and the true point of beginning.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated April 13, 2005, and recorded on April 26, 2005, under Skagit County, Washington, Auditor's File No. 200504260215 from Albert L. Taylor and Kathy M. Taylor, as Grantor, to First American Title Co Of Skagit Co, as Trustee, to secure an obligation in favor of North Coast Credit Union, as Beneficiary.

2. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by the Deed of Trust.

3. The default, for which this foreclosure is made is as follows:

**Monetary Default:**

a. Failure to make monthly payments due from June 1, 2012, through November 1, 2012, totaling \$9,882.36, together with default penalties pursuant to the terms of the Promissory Note dated April 13, 2005; and

**Non-Monetary Default:**

a. Failure to keep the property free and clear of all other charges, liens or



encumbrances.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$329,412.89, together with interest as provided in the Note or other instrument secured from the 26th day of April, 2005, and such other costs of cure and fees as are due under the Note or other instrument secured, and as are provided by statute.

5. 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. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the **22nd day of March, 2013**. The defaults referred to in paragraph 3 must be cured by the 11th day of March, 2013 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the 11th day of March, 2013 (11 days before the sale date), the default as set forth in paragraph 3 is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 11th day of March, 2013 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by 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.

6. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantors' successor in interest at the following address:

NAME

ADDRESS

Albert L. Taylor  
Kathy M. Taylor

25248 Old Day Creek Road  
Sedro-Woolley, WA 98284

Albert L. Taylor

P.O. Box 312, Clearlake, WA 98235

Kathy M. Taylor

P.O. Box 531, Clearlake, WA 98235

by both first class and certified mail on the 3rd day of October, 2012, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 4th day of October, 2012, 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.



7. The Trustee, whose name and address is 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.

8. 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.

9. 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.

10. 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.

11. NOTICE TO GUARANTOR. The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust. 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 its 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 cost.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as given to the Grantor in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the Property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

**THIS NOTICE IS THE FINAL STEP  
BEFORE THE FORECLOSURE SALE OF YOUR HOME.**

You have only 20 DAYS from the recording date on this notice to pursue mediation.



**DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

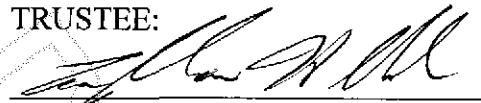
### SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

- The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:  
Telephone: 1-877-894-HOME (1-877-894-4663)  
Web site: [http://www.dfi.wa.gov/consumers/homeownership/post\\_purchase\\_counselors\\_foreclosure.htm](http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm)
- The United States Department of Housing and Urban Development:  
Telephone: 1-800-569-4287  
Web site: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>
- The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: 1-800-606-4819 Web site: <http://nwjustice.org/what-clear>

DATED this 14 day of November, 2012.

TRUSTEE:



LAUGHLAN H. CLARK

Attorney at Law

P.O. Box 5226

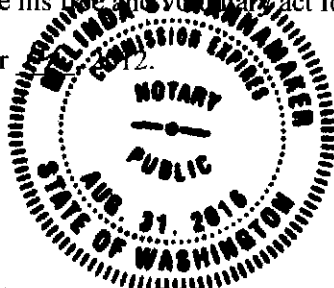
Bellingham, Washington 98227


(360) 647-1500

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF WHATCOM     )

I certify that I know or have satisfactory evidence that LAUGHLAN H. CLARK signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 12, 2012.



  
NOTARY PUBLIC in and for the State of  
Washington. My commission expires 8-31-16.

**THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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Day Creek Rd



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Skagit County Auditor