



201302060079  
Skagit County Auditor

2/6/2013 Page 1 of 4 2:05PM

Filed for Record at Request of:

Anderson Hunter Law Firm  
2707 Colby Avenue, Suite 1001  
P.O. Box 5397  
Everett, Washington 98206  
ATTN: Lauren B. Hughes

FIRSTAM 7689664 4/15

**NOTICE OF TRUSTEE'S SALE**

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee, ANDERSON HUNTER LAW FIRM, P.S., will on **May 10, 2013** at the hour of 10:00 a.m. at the main entrance to the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described property, situated in the County of Skagit, State of Washington, to-wit:

Unit 2A, "CEDAR POINT, A CONDOMINIUM," as per Survey Map and Plans recorded on January 10, 2002 under Auditor's File No. 200201100078, and as described in Declaration recorded January 10, 2002, under Auditor's File No. 200201100079; and First Amendment thereto recorded April 27, 2004, under Auditor's File No. 200404270060; and Second Amendment thereto recorded March 1, 2006; and Third Amendment thereto recorded June 4, 2007, under Auditor's File No. 200706040181; records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Assessor's Tax Parcel ID No(s). 4788-000-002-0100/P118737

The postal address of which is: 1207 Decatur Circle, Burlington, WA 98233.

which is subject to that certain Deed of Trust dated March 2007, recorded June 6, 2007 under Auditor's File No. 200706060071, records of Skagit County, Washington, from CAROLE ATWOOD as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF SKAGIT COUNTY as Trustee, to secure an obligation in favor of DORIS GALLEG0 AND RUSS GALLEG0, CO-TRUSTEES OF THE GALLEG0 FAMILY TRUST, as Beneficiaries.

2. 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.

3. The defaults for which this foreclosure is made are as follows:

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

Failure to pay under Promissory Note and Settlement Agreement within ninety (90) days of February 3, 2011, the date of death of Carole A. Atwood \$85,000.00

TOTAL PAYMENT \$85,000.00

Other default: None.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal: \$85,000.00, and such other costs and fees as are due under the note 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on May 10, 2013. The defaults referred to in paragraph 3 must be cured by April 29, 2013, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before April 29, 2013, the defaults as set forth in paragraph 3 are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after April 29, 2013, 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.

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

Heirs and Devisees of Carole A.  
Atwood, Deceased  
1207 Decatur Circle  
Burlington, WA 98233

Kenneth Randolph Geoghegan,  
Personal Representative of Estate of  
Carole A. Atwood  
10461 Gardner Rd.  
Burlington, WA 98233-4705

by both first class and certified or registered mail on December 4, 2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served December 10, 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 1 above, and the Trustee has possession of proof of such service or posting.

7. 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.



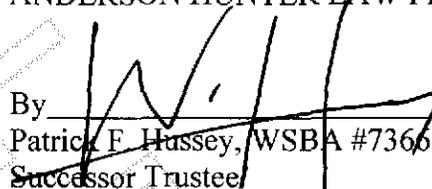
8. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor, of all their interest in the above-described property.

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 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.

DATED: February 4, 2013.

ANDERSON HUNTER LAW FIRM, P.S.

By   
Patrick F. Hussey, WSBA #7366  
Successor Trustee

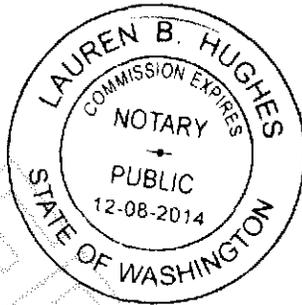
Address: 2707 Colby Avenue, Suite 1001  
P.O. Box 5397  
Everett, Washington 98206  
Telephone: (425) 252-5161

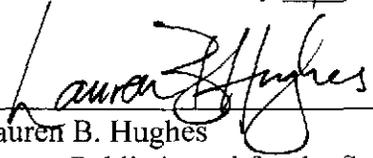
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify and have evidence that Patrick F. Hussey is the person who appeared before me, and said person acknowledged that he signed the instrument and acknowledged it as a Vice President of Anderson Hunter Law Firm, P.S., successor trustee, to be the free and voluntary act of such part for the uses and purposes mentioned in this instrument.



Subscribed and sworn to me by PATRICK F. HUSSEY on February 4, 2013.



  
Lauren B. Hughes  
Notary Public in and for the State of  
Washington.  
My commission expires: 12/08/14

FOR INFORMATION CONCERNING THIS  
NOTICE, PLEASE CONTACT:

Lauren B. Hughes, Paralegal  
Anderson Hunter Law Firm  
P.O. Box 5397  
2707 Colby Avenue, Suite 1001  
Everett, Washington 98206  
(425)-252-5161

Re: Gallego/Atwood

