



200804040092

Skagit County Auditor

4/4/2008 Page

1 of

8 4:10PM

After Recording, return to:

Stiles & Stiles, Inc., P. S.
P.O. Box 228
SedroWoolley, WA 98284

Legal: Lots 1,3 & 4 Short Plat No. 06-0298
Parcel No.: 350402-3-005-0002 (P35650); 350402-3-005-0200 (P125915);
350402-3-005-0300 (P125916)

NOTICE OF TRUSTEE'S SALE

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

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on Friday the 11th day of July, 2008 at the hour of 10:00 o'clock A.M. on the front steps of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount 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:

Lots 1, 3 & 4 of Skagit County Short Plat No. PL06-0298, approved February 15, 2007 and recorded February 28, 2007, under Auditor's File No. 200702280173, records of Skagit County, Washington, being a portion of Lot 1 of Skagit County Short Plat No. 91-18, recorded under Auditor's File No. 91052000008, being a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 2, Township 35 North, Range 4 East, W.M..

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated October 24, 2005 and recorded October 25, 2005, under Auditor's File No. 200510250132, records of Skagit County, Washington, from Sound Property Solutions, Inc., as Grantor, to First American Title of Skagit County, as Trustee, to secure an obligation in favor of Gerald L. Twiss and Phyllis A. Twiss, as Beneficiary.

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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows: Failure to pay when due the following amounts which are now in arrears:

A. Principal due in full on 10/24/07	\$159,235.00
B. Default Interest to 10/24/07	\$ 16,460.97
C. Late Charges to 10/24/07	\$ 398.46
D. Late Charges after 10/24/07	\$ 8,811.72
E. Interest after 10/24/07	\$ 15,180.55

TOTAL ARREARAGE: \$200,226.70

**F. Trustee's Expenses
(itemization)**

Attorneys'/Trustee's Fee	\$ 700.00
Title Report	\$ 783.00
Process Service	\$ 100.00
Statutory Mailings	\$ 100.00
Recording Fees	\$ 45.00
Publication	.00
Other	.00

TOTAL COSTS: \$ 1,728.00

TOTAL AMOUNT DUE: \$201,954.70

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

Other Default

Action Necessary to Cure

Nonpayment of Taxes/Assessments

Deliver to Trustee written proof that all
Taxes and assessments against property
Are paid current



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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$159,375.00 as of October 24, 2007 (the date of maturity), together with interest and late charges as provided in the note or other instrument secured to the 24th day of October, 2007, together with interest and late charges as provided in the note or other instrument secured after the 24th day of October, 2007, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V.

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 the 11th day of July, 2008. The default(s) referred to in paragraph III must be cured by the 30th day of June, 2008 (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 the 30th day of June, 2008 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 30th day of June, 2008 (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 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:

Sound Property Solutions, Inc., P. O. Box 24, Mukilteo, WA 98275
John Howell, 727 - 114th Street SW #201, Everett, WA 98204
Thomas & Glenda Howell, 5320 - 92nd St. S.W., Mukilteo, WA 98275

by both first class and certified mail on the 3rd day of March, 2008, proof of which is in the possession of the Trustee; and on the 4th day of March, 2008, the Borrower and Grantor were personally served 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.



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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.

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 above described 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.

The trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the Deed of Trust being foreclosed. Any person interest in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

XI.

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 and tenants. After the 20th day following the sale the purchaser has the right to evict



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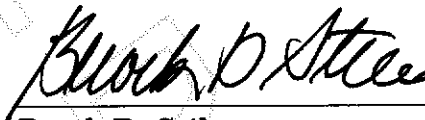
occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

**XII.
NOTICE TO GUARANTORS**

Guarantor(s) of the obligation secured by this deed of trust: (1) 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; (2) have 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; (3) will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, 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; and (5) 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 which fair value or the sale price paid at the trustee's sale, plus interest and costs.

Effective: 4/4/08

Trustee:

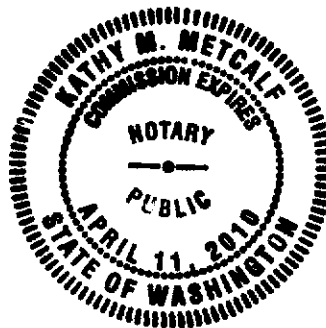


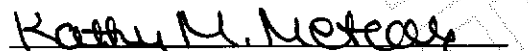
Brock D. Stiles
P. O. Box 228
Sedro-Woolley, WA 98284
(360) 855-0131

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

On this day personally appeared before me, Brock D. Stiles, who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 4th day of April, 2008.




NOTARY PUBLIC in and for the
State of Washington, residing at
Sedro-Woolley, WA.
Commission Expires: 4-11-2010



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NOTICE OF FORECLOSURE
Pursuant to the Revised Code of Washington,
Chapter 61.24 RCW

To:

Sound Property Solutions, Inc.
P. O. Box 24
Mulkiteo, WA 98275

Thomas & Glenda Howell
5320 - 92nd St. S.W.
Mulkiteo, WA 98275

Sound Property Solutions, Inc.
John L. Howell (Registered Agent)
727 - 114th Street SW #201
Everett, WA 98204

Robert Withers & Jeanne Withers
Withers Family Trust
21611 - 45th Avenue SE
Bothell, WA 98021

George Brookings
5523 Brookings Road
Sedro-Woolley, WA 98284

William Walker
19214 -- 40th Ave W.
Lynnwood, WA 98036

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to Gerald L. Twiss and Phyllis A. Twiss, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on the 11th day of July, 2008.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorneys' fees as set forth below by the 30th day of June, 2008. [11 days before the sale date]. To date, these arrears and costs are as follows:

	Currently due	Estimated amount that will be due on 6/30/08 (11 days before the date set for sale)
Principal Balance as of 10/24/07	\$159,375.00	\$159,375.00
Default Interest to 10/24/07	\$ 16,460.97	\$ 16,460.97
Late Charges to 10/24/07	\$ 398.46	\$ 398.46
Late charges After 10/24/07	\$ 8,811.72	\$ 8,811.72
Interest After 10/24/07	<u>\$ 15,180.55</u>	<u>\$ 23,175.85</u>
Total amount of:	\$200,226.70	\$208,222.00



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Attorneys'/Trustee's fee:	\$ 700.00	\$ 1,000.00
Trustee's expenses: (Itemization)		
Title report	\$ 783.00	\$ 783.00
Recording fees	\$ 45.00	\$ 45.00
Service[Posting of Notices	\$ 100.00	\$ 100.00
Postage/Copying Expense	\$ 100.00	\$ 100.00
Publication	\$.00	\$ 800.00
TOTALS	\$201,054.77	\$211,050.00

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default, Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

Default Description of Action Required to Cure and Documentation Necessary to Show Cure:

Other Default

Action Necessary to Cure

Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all Taxes and assessments against property Are paid current
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You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 30th day of June, 2008 [11 days before the sale date], by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment, Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement, In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay.

Tender of payment or performance must be made to: **Frank D. Stiles** whose address is:



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is 925 Metcalf Street, Sedro-Woolley, WA 98284, (Mailing Address is P. O. Box 228, Sedro-Woolley, WA 98284) telephone (360) 855-0131.

AFTER THE CLOSE OF BUSINESS ON 30th DAY OF JUNE, 2008, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance (\$159,375.00) plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense.

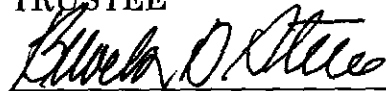
The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at:

NAME: Brock D. Stiles
ADDRESS: 925 Metcalf Street
Sedro-Woolley, WA 98284
TELEPHONE NUMBER: (360) 855-0131

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

Dated this 4th day of April, 2008.

TRUSTEE



Brock D. Stiles
P.O. Box 228
Sedro-Woolley, WA 98284
(360) 855-0131



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