UNOFFICIAL DOCUMENT

201105050066
Skagit County Auditor
5/5/2011 Page 1 of 5 3:15PM

After recording, return to:
BAC Home Loans Servicing, LP
400 National way
SIMI VALLEY, CA 93065

File No. 2010-125637

Notice of Trustee's Sale

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee, RECONTRUST COMPANY, N.A. on August 5, 2011 at 10:00 AM At the Main Entrance to the Skagit County Courthouse 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273, State of Washington, (subject to any conditions imposed by the trustee to protect the lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the county(ies) of Skagit,State of Washington:

Tax Parcel ID no.: 4149-024-010-0002

LOTS 9 AND 10, BLOCK 24, "PLAT OF THE TOWN OF SEDRO", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Commonly Known as: 333 FIDALGO STREET ,SEDRO WOOLLEY,WA 98284

which is subject to that certain Deed of Trust dated 06/01/2006, recorded on 06/07/2006,under Auditor's File No. 200606070097 and Deed of Trust re-recorded on ___, under Auditor's File No. __, records of Skagit County, Washington from JEFFREY L BROOKS AND PHOENIX R BROOKS, HUSBAND AND WIFE, as grantor, to PRLAP, INC., as Trustee, to secure an obligation in favor of BANK OF AMERICA, N.A., 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 Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

A. Monthly Payments	$20,222.98
B. Late Charges	$329.56
C. Escrow Deficiency	$898.57
D. Suspense Balance	($.00)
E. Other Fees	$50.06
Total Arrears	**$21,501.17**
F. Trustee's Expenses (Itemization)	
Trustee's Fee	$337.50
Title Report	$695.00
Statutory Mailings	$25.28
Recording Fees	$66.00
Publication	$0.00
Posting	$200.00
Total Costs	**$1,323.78**
Total Amount Due:	**$22,824.95**

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults, which do not involve payment of money to the Beneficiary. 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 the property are paid current.
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of $155,409.81, together with interest as provided in the note or other instrument secured from 12/01/2009 and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

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V.

The above-described real property will be sold to satisfy the expense of the 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 08/05/2011. 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 07/25/2011 (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 close of the Trustee's business on 07/25/2011 (11 days before the sale date), the defaults(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 after 07/25/2011 (11 days before the sale date), and before the sale by the Borrower, Grantor, and 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.

VI

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the address(es) enclosed: (See Attachement to section vi).

by both first class and either certified mail, return receipt requested, or registered mail on 10/14/2010, proof of which is in the possession of the Trustee; and on 10/15/2010 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 such service or posting.

VII.

The Trustee whose name and address is 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 above-described property.

IX.

Anyone having any objections 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/or any applicable Federal Law.

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DATED: ~~November 15, 2010~~ MAY 0 3 2011

RECONTRUST COMPANY, N.A.

By: _____ MAY 0 3 2011
CHERYL LEE
Authorized Signer
Its: ~~Assistant Secretary~~

State of: California
County of: Ventura
On MAY 0 3 2011 before me JEANINE HOFFMAN, notary public, personally appeared CHERYL LEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/thier authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official Seal.

_____
JEANINE HOFFMAN

JEANINE HOFFMAN
Commission # 1840486
Notary Public - California
Los Angeles County
My Comm. Expires Apr 11, 2013

RECONTRUST COMPANY, N.A.
P.O. Box 10284
Van Nuys, CA 91410-0284
Phone: (800) 281-8219

Agent for service of process:
CT Corporation System
1801 West Bay Drive NW, Ste 206
Olympia, WA 98502
Phone: (360) 357-6794

Client: BAC Home Loans Servicing, LP

File No. 2010-125637

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.

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Attachment to section VI:

PHOENIX R BROOKS
404 Klinger St
Sedro Woolley, WA 98284
JEFFREY L BROOKS
404 Klinger St
Sedro Woolley, WA 98284

PHOENIX R BROOKS
333 FIDALGO STREET
SEDRO WOOLLEY, WA 98284
JEFFREY L BROOKS
333 FIDALGO STREET
SEDRO WOOLLEY, WA 98284