

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



200608140144
Skagit County Auditor

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File No. 7104.25925/DEFRIES, BRIAN M.
Grantors: Northwest Trustee Services, Inc.
U.S. Bank National Association, trustee
Grantee: DEFRIES, BRIAN M.

FIRST AMERICAN TITLE CO.
88803

Notice of Trustee's Sale

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

I.

On **November 17, 2006**, 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 to protect 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.: 4745-000-047-0000 (P116485)

Abbreviated Legal: Lot 47, "Rosewood P.U.D. Phase I"

Lot 47, Rosewood P.U.D., Phase 1, according to the plat thereof, recorded February 14, 2000, under Auditor's File No. 200002140086, records of Skagit County, Washington. Situated in Skagit County, Washington.

Commonly known as: 2809 BRIARWOOD CIRCLE, Mount Vernon, WA 98273

which is subject to that certain Deed of Trust dated 08/16/05, recorded on 08/24/05, under Auditor's File No. 200508240128, records of Skagit County, Washington, from Brian M. Defries, a married man as his sole and separate property, as Grantor, to First American Title Insurance Co., as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for BNC Mortgage, Inc., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. solely as nominee for BNC Mortgage, Inc. to U.S. Bank National Association, trustee, under an Assignment/Successive Assignments recorded under Auditor's File No. 200607260051.

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:

| | Amount due to reinstate by 8/12/2006 |
|--|---|
| A. Monthly Payments | \$7,056.85 |
| B. Late Charges | \$372.92 |
| Total Arrearage | <u>\$7,429.77</u> |
| C. Trustee's Expenses (Itemization) | |
| Trustee's Fee | \$675.00 |
| Title Report | \$759.24 |
| Process Service | \$115.00 |
| Statutory Mailings | \$66.00 |
| Recording Fees | \$91.00 |
| Other | \$50.00 |
| Total Costs | <u>\$1,756.24</u> |
| Total Amount Due: | \$9,186.01 |

Other potential defaults do not involve payment to 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 \$175,991.44, together with interest as provided in the note or other instrument secured from 03/01/06, 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 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 November 17, 2006. 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 11/06/06 (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 11/06/06 (11 days before the sale date), 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 after 11/06/06 (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 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 following address(es):

NAME AND ADDRESS

BRIAN M. DEFRIES
2809 BRIARWOOD CIRCLE
MOUNT VERNON, WA 98273

Jane Doe Defries
spouse of BRIAN M. DEFRIES
2809 BRIARWOOD CIRCLE
MOUNT VERNON, WA 98273

by both first class and either certified mail, return receipt requested, or registered mail on 07/12/06, proof of which is in the possession of the Trustee; and on 07/12/06 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 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.



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