



200608220007

Skagit County Auditor

8/22/2006 Page

1 of

11 9:12AM

After Recording, return to:

Stiles & Stiles, Inc., P. 5.
P.O-Box 228
SedroWoolley, WA 98284

Grantor: Gerald & Phyllis Twiss & Brock D. Stiles (Trustee)
Grantee: Sound Property Solutions, Inc.
Legal: Lot 1 of Skagit County Short Plat 91-18
Parcel No.: 350402-3-005-0002 (P35650)

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 the 17th day of November, 2006 at the hour of 10:00 o'clock A.M. inside the main lobby 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:

Lot 1 of Skagit County Short Plat 91-18, approved May 14, 1991 and recorded May 20, 1991 as Auditor's File No. 91052000008 in Book 9 of Short Plats, page 360, records of Skagit County, Washington. Said Short Plat encompasses the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and a portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 2, Township 35 North, Range 4 East, W.M..

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:

	Amount due to be reinstated by 8/16/06	
A. Monthly Payments	\$10,377.05	
B. Late Charges	\$ 708.32	
C. Advances	.00	
D. Other Arrears	.00	
	TOTAL ARREARAGE:	\$11,085.37
E. Trustee's Expenses (itemization)		
Trustee's Fee	\$ 700.00	
Attorneys' Fees	\$.00	
Title Report	\$ 270.00	
Process Service	\$ 40.00	
Statutory Mailings	\$ 30.00	
Recording Fees	\$ 42.00	
Publication	.00	
Other	.00	
	TOTAL COSTS:	\$1,082.00
	TOTAL AMOUNT DUE:	\$12,167.37

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



200608220007
Skagit County Auditor

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$223,585.37, together with interest as provided in the note or other instrument secured from the 24th day of November, 2005, 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 17th day of November, 2006. The default(s) referred to in paragraph III must be cured by the 6th day of November, 2006 (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 6th day of November, 2006 (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 6th day of November, 2006 (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.
727 – 114th Street SW #201
Everett, WA 98204

by both first class and certified mail on the 24th day of March, 2006, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 24th day of March, 2006, 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.



200608220007
Skagit County Auditor

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.

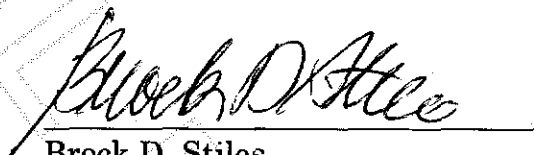
The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above described property.

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.

Effective: 8/16/06

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 16 day of August, 2006.


NOTARY PUBLIC in and for the
State of Washington, residing at
Sedro-Woolley
Commission Expires: 4-12-2010



200608220007
Skagit County Auditor

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

To:

Sound Property Solutions, Inc.
727 – 114th Street SW #201
Everett, WA 98204

Withers Construction, Inc. P.S.P.
21611 – 45th Avenue SE
Bothell, WA 98021

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 17th day of November, 2006.

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 6th day of November, 2006. [11 days before the sale date]. To date, these arrears and costs are as follows:

	Currently due to reinstate on 8/16/06	Estimated amount that will be due to reinstate on 11/6/06 (11 days before the date set for sale)
Delinquent payments	\$10,377.05	\$21,207.17
Late charges	<u>\$ 708.32</u>	<u>\$ 265.62</u>
Total amount of:	\$11,085.37	\$21,472.79
Attorneys' fees:	\$.00	\$.00
Trustee's fee:	\$ 700.00	\$ 700.00
Trustee's expenses: (Itemization)		
Title report	\$ 270.00	\$ 270.00
Recording fees	\$ 42.00	\$ 42.00
Service[Posting of Notices	\$ 40.00	\$ 40.00
Postage/Copying Expense	\$ 30.00	\$ 30.00
Publication	\$.00	\$ 800.00
TOTALS	\$12,167.37	\$23,354.79



200608220007

Skagit County Auditor

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
---------------------------------	---

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 6th day of November, 2006 [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: **Brock D. Stiles, whose address 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 6th DAY OF NOVEMBER, 2006, 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 (\$223,585.37) 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.



200608220007
Skagit County Auditor

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.

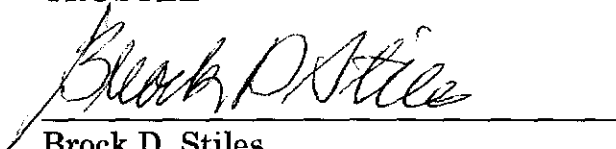
The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24 130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies 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 16th day of August, 2006.

TRUSTEE



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



200608220007
Skagit County Auditor



200510250132
Skagit County Auditor

10/25/2005 Page 1 of 4 2:17PM

AFTER RECORDING MAIL TO:
Gerald L. Twiss
17224 54th Avenue SouthEast
Bothell, WA 98012

Reference No.:

Filed for Record at Request of:
First American Title Of Skagit County
Escrow Number: B86318

FIRST AMERICAN TITLE CO.
B 86318-2

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Sound Property Solutions, Inc
Beneficiary: Gerald L. Twiss and Phyllis Twiss
Trustee: First American Title Of Skagit County
Abbreviated Legal:
Section 2, Township 35, Range 4 - Ptn. SE - SW (AKA Lot 1, SP No. 91-18)

Additional legal(s) on page:
Assessor's Tax Parcel Number(s): 350402-3-005-0002, P35650

THIS DEED OF TRUST, made this 24th day of October, 2005 between Sound Property Solutions, Inc., GRANTOR, whose address is 3500 East Lake Sammamish Parkway South East, Sammamish Wa., 98075, First American Title Of Skagit County, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and Gerald L. Twiss and Phyllis A. Twiss, husband and wife BENEFICIARY, whose address is 17224 54th Avenue SouthEast, Bothell, WA 98012.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Lot 1 of Skagit County Short Plat No. 91-18, approved May 14, 1991 and recorded May 20, 1991 as Auditor's File No. 9105200008 in Book 9 of Short Plats, page 360, records of Skagit County, Washington. Said Short Plat encompasses the Southeast 1/4 of the Southwest 1/4 and a portion of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, all in Section 2, Township 35 North, Range 4 East, W.M..

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) herein contained in this Deed of Trust, and payment of the sum of TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 212,500.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on October 24, 2007

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the



200608220007
Skagit County Auditor

Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

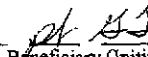
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.



Grantor (Initials)



Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



200608220007
Skagit County Auditor

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. NONE

OR

b. As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a nor b is checked, then option "a" applies)

Dated: October 24, 2005

Sound Property Solutions, Inc

Glenda Howell
By: Glenda Howell, President

State of Washington

County of _____

SS: See attached

I certify that I know or have satisfactory evidence that Sound Property Solutions, Inc the person who appeared before me, and said person acknowledge that signed this instrument and acknowledge it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington

Residing at: _____

My appointment expires: _____

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____



200608220007

Skagit County Auditor

STATE OF WASHINGTON, }

COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence
that Sandra Howell is the person who appeared
before me, and said person acknowledged that he/she signed this instrument, on oath stated that
he/she/they was/ were authorized to execute the instrument and acknowledged it as the
President of Sound Properties Inc to be the free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Sandra D. Olson

Notary Public in and for the State of Washington
Residing at Burlington WA

My appointment expires 2-20-07



200608220007
Skagit County Auditor