



200612180105  
Skagit County Auditor

12/18/2006 Page 1 of 5 11:13AM

**AFTER RECORDING RETURN TO:**

Bishop, White & Marshall, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
206/622-7527  
Ref: Madden, Ben J & Jane Doe, 232.061809.1

**Reference Number(s) of Documents assigned or released:** 200412300010

**Grantor:** Bishop, White & Marshall, P.S.

**FIRST AMERICAN TITLE CO.**

**Grantee:** Ben J. Madden Jr., as his separate estate

90025  
**ACCOMMODATION RECORDING ONLY**

**Abbreviated Legal Description as Follows:** Lot 1, Plat of Skagit Orchards

**Assessor's Property Tax Parcel/Account Number(s):** P118343

**WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF TRUSTEE'S SALE**

I

**NOTICE IS HEREBY GIVEN** that the undersigned Bishop, White & Marshall, P.S. will on March 23, 2007 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

Lot 1 'Plat of Skagit Orchards', as per plat recorded on September 24, 2001 under Auditor's File No. 200109240161, records of Skagit County, Washington. situate in the County of Skagit, State of Washington

which is subject to that certain Deed of Trust dated December 22, 2004, recorded December 30, 2004, under Auditor's File No. 200412300010 records of Skagit County, Washington, from Ben J. Madden Jr., as his separate estate, as Grantor, to Stewart Title Guaranty Company, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for Decision Mortgage Company, LLC, and its successors and assigns as beneficiary. The beneficial interest is now held by Mortgage Electronic Registration Systems, Inc., a corporation acting solely as nominee for HSBC Mortgage Services Inc., and its successors and assigns. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 default on the obligation secured by the Deed of Trust.

III

The default(s) for which this foreclosure is made is/are as follows:

- i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from 8/1/2006 through 12/1/2006:**

**5 payment(s) at \$432.02**

**Total:**

2,160.10

**Late Charges:**

**5 late charge(s) at \$21.60**

for each monthly payment not made within 15 days of its due date

**Total Late Charges**

108.00

Accrued Late Charges:

\$ 43.20

Subtotal

\$2,311.30

**TOTAL DEFAULT**

\$2,311.30

IV

The sum owing on the obligation secured by the Deed of Trust is: \$50,718.65, together with interest from July 1, 2006 as provided in the note or other instrument, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

NOTICE OF TRUSTEE'S SALE - 2  
Fcvantsnofver1.2



200612180105  
Skagit County Auditor

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 March 23, 2007. The payments, late charges, or other defaults must be cured by March 12, 2007 (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 March 12, 2007 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after March 12, 2007 (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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on November 15, 2006, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 15, 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.

VII

The Trustee whose name and address are set forth 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 objections to this 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.

NOTICE OF TRUSTEE'S SALE - 3  
Fcwantsnofver1.2



200612180105  
Skagit County Auditor

X

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW.

EFFECTIVE DATE: December 16, 2006

BISHOP, WHITE & MARSHALL, P.S., Successor  
Trustee

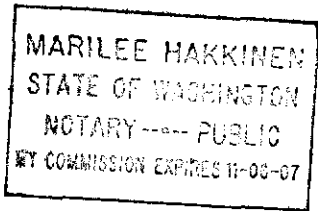
By: \_\_\_\_\_

*William L. Bishop, Jr.*  
William L. Bishop, Jr.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
206/622-7527

State of Washington    )  
  ) ss.  
County of King         )

On this 13<sup>th</sup> day of December, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White & Marshall, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



*Marilee Hakkinen*  
Name: Marilee Hakkinen  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 11-6-07



**'Mailing List'**

**Ben J. Madden**  
430 North 30th Street  
Mt. Vernon, WA 98273

**Jane Doe Madden**  
Spouse of Ben J. Madden  
430 North 30th Street  
Mt. Vernon, WA 98273



200612180105  
Skagit County Auditor

12/18/2006 Page 5 of 5 11:13AM

NOTICE OF TRUSTEE'S SALE - 1

FC-WA-NOD-AffMailing