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

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File No. 7261.24348/HARKER, JAMES D.

**Grantors:** 

Northwest Trustee Services, Inc.

HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone

Mortgage Investment Trust, Series 2006-1

Grantee:

HARKER, JAMES D.

**GUARDIAN NORTHWEST TITLE CO.** 

Notice of Trustee's Sale

92853

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

## I. ACCOMMODATION RECORDING ONLY

On January 25, 2008, 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.: 3800-011-020-0009 (P57756)

Abbreviated Legal: LOTS 19 AND 20, AND PTN LOT 18, BLOCK 11, KELLOGG AND FORD'S ADDITION TO ANACORTES, WASHINGTON

The West 20 feet of Lot 18, all of Lots 19 and 20, Block 11, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington, TOGETHER WITH the East 40 feet of C Avenue, as vacated under Ordinance No. 2137 and recorded on March 15, 1990 under Auditor's File No. 9003150071, as would attach by operation of law; Situate in Skagit County, Washington.

Commonly known as:

2218 32ND STREET ANACORTES, WA 98221 \* and Ordinance No. 2397, recorded June 20,1997, under Auditors File No. 970e200010

which is subject to that certain Deed of Trust dated 12/26/05, recorded on 12/30/05, under Auditor's File No. 200512300128, records of Skagit County, Washington, from James D. Harker, a single person, as Grantor, to Pacific Northwest Title Company of Washington, Inc., as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Fieldstone Mortgage Company, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-1, under an Assignment/Successive Assignments recorded under Auditor's File No. 200710190053.

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.

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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 10/23/2007
Monthly Payments Late Charges Lender's Fees & Costs Total Arrearage \$22,153.86	\$13,882.85 \$694.15 \$7,576.86
Trustee's Expenses (Itemization)	\$506.25
Trustee's Fee Title Report Statutory Mailings	\$1,186.92 \$54.00
Recording Costs Postings Sale Costs	\$68.00 \$115.00 \$0.00
Total Costs <u>\$1,930.17</u>	
Total Amount Due:	\$24,084.03

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

Waste

Unauthorized sale of property (Due on Sale)

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

Cease and desist from committing waste, repair all damage to property and

maintain property as required in Deed of Trust

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$399,738.54, together with interest as provided in the note or other instrument secured from 05/01/07, 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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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 January 25, 2008. 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 01/14/08 (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 01/14/08 (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 01/14/08 (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

JAMES D. HARKER 2218 32ND STREET ANACORTES, WA 98221

UNKNOWN SPOUSE AND/OR DOMESTIC PARTNER OF JAMES D. HARKER 2218 32ND STREET ANACORTES, WA 98221 JAMES D. HARKER 420 HILLCREST DRIVE ANACORTES, WA 98221

UNKNOWN SPOUSE AND/OR DOMESTIC PARTNER OF JAMES D. HARKER 420 HILLCREST DRIVE ANACORTES, WA 98221

by both first class and either certified mail, return receipt requested, or registered mail on 09/19/07, proof of which is in the possession of the Trustee; and on 09/20/07 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.

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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.

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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.

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

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com ap

EFFECTIVE: 10/23/2007

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P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Kathy Taggart

(425) 586-1900

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Kathy Taggart is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged she as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 23, 2007

SANDY RUIZ STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES 08-02-10

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires &

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

91279273

File No: 7261.24348

Client: Credit Based Asset Servicing & Securitization, LLC

Borrower: HARKER, JAMES D.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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