

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



200901160080
Skagit County Auditor

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CHICAGO TITLE CO.

1Cg46902

File No.: 7236.21547 200612080078
Grantors: Northwest Trustee Services, Inc.
DLJ Mortgage Capital, Inc.
Grantee: Alicia L. Elliott and Robert A. Elliott, wife and husband
Tax Parcel ID No.: 360407-4-007-0002
Abbreviated Legal: Ptn SW SE 7-36-4

Notice of Trustee's Sale

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

I.

On April 17, 2009, 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) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skagit, State of Washington:

That portion of the Southwest quarter of the Southeast quarter of Section 7, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 7; thence North 00 degrees 30' 36" West along the West line of said subdivision, a distance of 853.98 feet to the Northerly line of Lake Samish Road; thence South 78 degrees 51' 46" East along the Northerly line of said road, a distance of 335.00 feet to the Point of Beginning of this description; thence North 00 degrees 59' 27" East, a distance of 144.93 feet; thence North 89 degrees 03' 54" East, a distance of 134.45 feet; thence North 04 degrees 54' 28" West, a distance of 36.71 feet; thence North 84 degrees 54' 53" East a distance of 124.54 feet to the West line of the abandoned Great Northern Railway right-of-way at a point on a non-tangent curve concave to the East, the radius point of which lies North 75 degrees 35' 48" East, a distance of 1,196.28 feet; thence Southerly along said curve through a central angle of 08 degrees 11' 48", an arc distance of 171.14 feet to a Point of Tangency; thence South 22 degrees 36' 00" East, a distance of 74.82 feet to the Northerly line of Lake Samish Road as described in Auditor's File No. 676047, records of Skagit County, Washington, at a point on a non-tangent curve concave to the North, the radius point of which lies North 12 degrees 53' 10" West, a distance of 379.26 feet; thence Westerly along said curve of the North line of said road described in Auditor's File No. 676047, records of Skagit County, Washington, through a central angle of 17 degrees 00' 49"; an arc distance of 112.62 feet to intersect with the Northerly line of Lake Samish Road as it existed, prior to the right-of-way conveyance in Auditor's File No. 676047, records of Skagit County, Washington; thence North 78 degrees 51' 46" West along the Northerly line of said road, a distance of 233.38 feet to the Point of Beginning of this description.

Situated in Skagit County, Washington.

Commonly known as: 1695 Lake Samish Road
Bellingham, WA 98226

which is subject to that certain Deed of Trust dated 11/22/06, recorded on 12/08/06, under Auditor's File No. 200612080078, records of Skagit County, Washington, from Alicia L. Elliott and Robert A. Elliott as wife and husband, as Grantor, to Ticor Title, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Home123 Corporation as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to DLJ Mortgage Capital, Inc., under an Assignment/Successive Assignments recorded under Auditor's File No.200811100122.

*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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 Grantors or Borrower's default on the Obligation.

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 01/07/2009
Monthly Payments		\$15,794.59
Late Charges		\$521.58
Lender's Fees & Costs		\$95.31
Total Arrearage	\$16,411.48	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$546.75
Title Report		\$1,123.20
Statutory Mailings		\$11.48
Recording Costs		\$28.00
Postings		\$57.50
Sale Costs		\$0.00
Total Costs	\$1,766.93	
Total Amount Due:		\$18,178.41

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$279,887.20, together with interest as provided in the note or other instrument evidencing the Obligation from 06/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.



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V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on April 17, 2009. 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 04/06/09 (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 04/06/09 (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 04/06/09 (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

Robert A. Elliott
1695 Lake Samish Road
Bellingham, WA 98226

Alicia L. Elliott
1695 Lake Samish Road
Bellingham, WA 98226

by both first class and either certified mail, return receipt requested on 10/29/08, proof of which is in the possession of the Trustee; and on 10/29/08 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 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.

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.




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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 and www.USA-Foreclosure.com.

EFFECTIVE: 01/07/2009

Northwest Trustee Services, Inc., Trustee

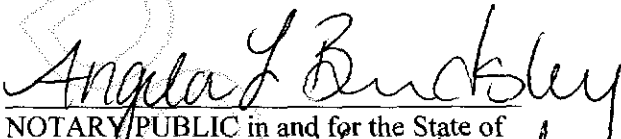
By 
Authorized Signature
P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Chris Ashcraft
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Ashcraft is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/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: 1/8/09

ANGELA L. BEARDSLEY
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-23-12


NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My commission expires 03-23-12

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

File No: 7236.21547
Client: Select Portfolio Servicing, Inc.
Borrower: Elliott, Robert and Alicia

SERVING WA, OR, ID, CA, NV, AZ, MT HI

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



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