



200911230094

Skagit County Auditor

11/23/2009 Page

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4 1:43PM

After Recording, return to:

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

Grantor(s): Joseph Lisherness  
Grantee(s): William A. Stiles, Jr. and Betty M. Stiles  
Abbr. Legal: Units 728 & 734, MF Sub-Lots 15 & 16, Cascade Palms BSP #02-973  
Tax Parcel #s: P119789 & P119792

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### 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 Friday the 26<sup>th</sup> day of February, 2010 at the hour of 10:00 o'clock A.M. on the front steps 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:

Units 728 and 734, "CASCADE PALMS CONDOMINIUM – PHASE 3, Building 8", as per Survey recorded May 5, 2008, under Auditor's File No. 200805050115 and per that Declaration recorded November 3, 2003 under Auditor's File No. 200311030251 and amended by those instruments recorded under Auditor's File Nos. 200508080174, 200608280228, 200706220126, 200805050116 and 200811120052, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated April 27, 2007 and recorded April 27, 2007, under Auditor's File No. 200704270163, records of Skagit County, Washington, from Joe Lisherness, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of William A. Stiles, Jr. and Betty M. Stiles, 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:

A. <u>Monthly Payments</u>			
14 monthly payments of \$1,000.00 each (October 1, 2008 – November 1, 2009)			
		Sub-Total	\$14,000.00
B. <u>Other Payments</u>			
Payment in the amount of \$8,500.00 made by Beneficiary to Summit Bank to bring 1 <sup>st</sup> Deed of Trust current to November 16, 2009.			
		Sub-Total	\$ 8,500.00
C. <u>Real Estate Taxes</u>			
Unit 728 (P119789)	2007 - \$321.52		
	2008 - \$877.72		
	2009 - \$1,746.69	\$ 2,946.63	
Unit 734 (P119792)	2007 - \$322.68		
	2008 - \$988.85		
	2009 - \$2,225.35	\$ 3,536.88	
		Sub-Total	\$ 6,483.51
		<b>Total Past Due Amounts</b>	<b>\$28,983.51</b>
D. <u>Other Charges, Fees and Costs</u>			
1)	Cost of title report for Foreclosure	\$	589.70
2)	Posting (service) of Notice of Default	\$	50.00
3)	Attorney Fees	\$	750.00
4)	Statutory Mailings	\$	100.00
5)	Recording Fees	\$	45.00
6)	Postage & Copies	\$	100.00
7)	Publication	\$	800.00
8)	Other	\$	25.00
	<b>Total Estimated Charges, Costs and Fees</b>	<b>\$</b>	<b>2,459.70</b>
<b>Total Amount Now In Arrears</b>			<b>\$31,443.21</b>

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$70,000.00, together with interest and late charges as provided in the note or other instrument secured from the 27<sup>th</sup> day of April, 2007, 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



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without warranty, express or implied, regarding title, possession, or encumbrances on the 26<sup>th</sup> day of February, 2010. The default(s) referred to in paragraph III must be cured by the 15<sup>th</sup> day of February, 2010 (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 15<sup>th</sup> day of February, 2010 (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 15<sup>th</sup> day of February, 2010 (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:

Joe Lisherness      P.O. Box 421,      Sedro-Woolley, WA 98284  
Joe Lisherness      37961 Theo Lane,      Concrete, WA 98237

by both first class and certified mail on the 23<sup>rd</sup> day of November, 2009, proof of which is in the possession of the Trustee; and on the 23<sup>rd</sup> day of November, 2009, the Borrower and Grantor were personally served 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 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.

Trustee:



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

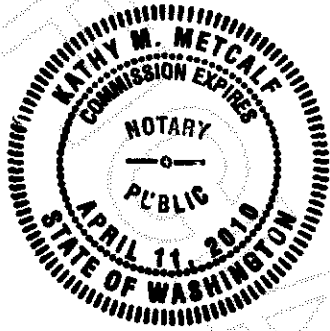


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STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss.

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 20 day of November, 2009.



Kathy Metcalf  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Sequoia-Woolley  
Commission Expires: 4-11-2010



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