

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



**201303180278**  
**Skagit County Auditor**

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**File No.: 7827.20449**  
**Grantors: Northwest Trustee Services, Inc.**  
**OneWest Bank, FSB**  
**Grantee: Michael D. Arndt and Barbara J. Arndt, husband and wife**  
**Ref to DOT Auditor File No.: 200912040032**  
**Tax Parcel ID No.: P108730**  
**Abbreviated Legal: Lots 13 and 14, Blk 291, Julius S. Potter's to Fidalgo City, Skagit County, Washington.**

**Notice of Trustee's Sale**

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

I.

On **June 28, 2013**, 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:

Lots 13 and 14, Block 291, "Julius S. Potter's Plat of Fidalgo City, Wash.," as per plat recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington.

Together with that portion of Grand Avenue and the alley vacated April 5, 1948, under Commissioner's File No. 7592 as would attach to said Lots 13 and 14 by operation of law.

Also that portion of Livingston Avenue and Boyer Street acquired June 9, 1993, under Skagit County Cause No. 93-2-00356-3, as would attach by operation of law.

Except any portion of said premises lying within a 50 foot road also known as Yokeko Drive conveyed to Skagit County by Deed dated June 16, 1947, recorded January 12, 1948, under Auditor's File No. 413257, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Commonly known as: 15606 Yokeko Drive  
Anacortes, WA 98221

which is subject to that certain Deed of Trust dated 11/30/09, recorded on 12/04/09, under Auditor's File No. 200912040032, records of Skagit County, Washington, from Michael D Arndt and Barbara J Arndt husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Primelending a Plainscapital Company, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. solely as nominee for Primelending a Plainscapital Company to OneWest Bank, FSB, under an Assignment/Successive Assignments recorded under Auditor's File No. 201302120079.

\*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 Grantor's or Borrower's default on the Obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the note and Deed of Trust pursuant to paragraph 9(a)(i) a borrower died and the property is not the principal residence of at least one surviving borrower

		Amount due to satisfy by 03/15/2013
Unpaid principal balance Due in Full (Maturity date 10/4/2012)		\$274,423.54
Interest		\$56,895.07
Mortgage Insurance Premium		\$14,156.47
Lender's Fees & Costs		\$1,200.00
Total Arrearage	\$1,230.00	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$600.00
Title Report		\$1,025.74
Statutory Mailings		\$20.00
Recording Costs		\$28.00
Postings		\$70.00
Sale Costs		\$0.00
Total Costs	<u>\$1,743.74</u>	
Total Amount Due:		\$348,418.82

Other known defaults as follows:



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IV.

The sum owing on the Obligation is: Principal Balance of \$274,423.54, together with interest as provided in the note or other instrument evidencing the Obligation from 09/04/12, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The 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 June 28<sup>th</sup>, 2013. 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 before the sale to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the sale, the default(s) as set forth in paragraph III, together with accruing interest, 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 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

Michael D. Arndt  
15606 Yokeko Drive  
Anacortes, WA 98221

Michael D. Arndt  
15867 Yokeko Drive  
Anacortes, WA 98221

Barbara J. Arndt  
15606 Yokeko Drive  
Anacortes, WA 98221

Barbara J. Arndt  
15867 Yokeko Drive  
Anacortes, WA 98221

by both first class and certified mail, return receipt requested on 01/24/13, proof of which is in the possession of the Trustee; and on 01/24/13 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 costs and trustee's fees due at any time prior to the sale.



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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 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 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 who are not tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.



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