

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

EXECUTIVE TRUSTEE SERVICES, INC.  
15455 SAN FERNANDO MISSION BLVD  
SUITE #208  
MISSION HILLS, CA 91345

(818) 837-2300



200407210088

Skagit County Auditor

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FIRST AMERICAN TITLE CO.

81737

2324367

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0419492830 APN: 4076-068-010-0006

TS No: WA-74146-C

**NOTICE OF TRUSTEE'S SALE**  
**PURSUANT TO THE REVISED CODE OF WASHINGTON**  
**CHAPTER 61.24 ET. SEQ.**

I. NOTICE IS HEREBY GIVEN that First American Title Insurance Company, the undersigned Trustee will on 10/22/2004, at 10:00 AM at THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3rd AND KINCAID STREET, MOUNT VERNON, WASHINGTON sell at public auction to the highest and best 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 the County of Skagit, State of Washington, to-wit:

LOTS 7, 8, 9 AND 10, BLOCK 68, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly known as:  
400 SOUTH ANACORTES  
STREET  
BURLINGTON, WASHINGTON  
98233

which is subject to that certain Deed of Trust dated 1/20/2004, recorded 1/26/2004, under Auditor's File No. 200401260201, in Book , Page records of Skagit County, Washington, from LEAH KINCAID, A SINGLE PERSON, as Grantor(s), to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER HOMECOMINGS FINANCIAL NETWORK, INC. , as Beneficiary, the beneficial interest in which was assigned by "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER HOMECOMINGS FINANCIAL NETWORK, INC. to MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC.  
BY: GMAC MORTGAGE CORPORATION, IT'S ATTORNEY IN FACT.

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/Mortgage.

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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:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO.PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
4/1/2004	10/11/2004	7	\$1,834.88	\$12,844.16

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
4/1/2004	10/11/2004	6	\$413.46

**PROMISSORY NOTE INFORMATION**

Note Dated:	1/20/2004
Note Amount:	\$233,000.00
Interest Paid To:	3/1/2004
Next Due Date:	4/1/2004

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$232,762.45, together with interest as provided in the Note from the 4/1/2004, and such other costs and fees 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 10/22/2004. The defaults referred to in Paragraph III must be cured by 10/11/2004, (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 10/11/2004 (11 days before the sale) the default as set forth in Paragraph III is 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 the 10/11/2004 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, 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  
LEAH KINCAID, A SINGLE PERSON

ADDRESS  
400 SOUTH ANACORTES STREET  
BURLINGTON, WASHINGTON 98233

LEAH KINCAID

400 S ANACORTES ST  
BURLINGTON, WA 98233

by both first class and certified mail on 6/17/2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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.



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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.

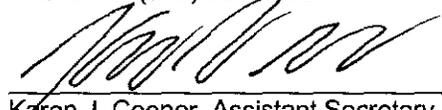
IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: July 19, 2004

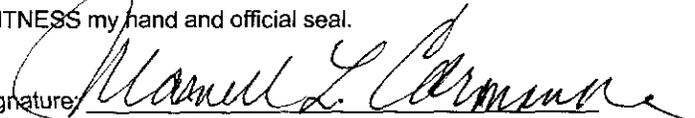
FIRST AMERICAN TITLE INSURANCE COMPANY  
2101 Fourth Ave., Suite 800  
Seattle, WA 98121  
Phone No: (818) 361-6998

  
\_\_\_\_\_  
Karen J. Cooper, Assistant Secretary

State of California ) ss.  
County of Los Angeles)

On 7/19/2004, before me, **Marvell L. Carmouche**, a Notary Public in and for said County and State, personally appeared Karen J. Cooper personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:   
\_\_\_\_\_  
**Marvell L. Carmouche**



  
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