Return To:

Standard Trust Deed Service Co. 2600 Stanwell Drive, Suite 200 P.O. Box 5070 (94524-0070) Concord, CA 94520 200412230065

Skagit County Auditor

12/23/2004 Page

1 of

411:02AM

SPACE ABOVE THIS LINE FOR RECORDER'S LISE

MDSC: /9//89/ Loan No: 2512944/685/LARVIA

FIRST AMERICAN TITLE CO.

TS No: WNMC-059314

75322

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that Standard Trustee Service Company Washington, the successor Trustee will sell on 2/4/2005, at 10:00 AM at THE KINCAID ST. ENTRY TO THE SKAGIT COUNTY COURTHOUSE, MT. VERNON, WA 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:

That portion of Lots 9 and 10, Block 1, BINGHAM ACREAGE, according to the plat thereof recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington, described as follows: Beginning at the North Quarter corner of Section 11, Township 34 North, Range 4 East of the Willamette Meridian; thence North 89 degrees 30'50" East along the North line thereof a distance of 692.50 feet to the West line of a road; thence South along the West line of said road a distance of 670.00 feet to the true point of beginning; thence continue South along said West line a distance of 173.45 feet; thence South 89 degrees 30'50" West a distance of 156.50 feet; thence North a distance of 173.45 feet; thence North 89 degrees 30'50" East of distance of 156.50 feet, more of less, to the true point of beginning. Situated in Skagit County, Washington

APN: 3864-001-000-0601-P62154

Common address purported to be: 13098 GLENWOOD DRIVE MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust dated 6/8/2000, recorded 6/14/2000, under Auditor's File No. 200006140137, in Book , Page records of Skagit County, Washington, from MICHAEL J. LARVIA AND BEVERLY J. LARVIA, HUSBAND AND WIFE, as Grantor(s), to ISLAND TITLE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, , records of Skagit, Washington.

NOTE INFORMATION

Note Dated:

6/8/2000

Note Amount:

\$163,000.00

Interest Paid To:

12/1/2003

Next Due Date:

1/1/2004

- 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.
- 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> 1/1/2004 12 \$1,438.38 \$17,260.56

LATE CHARGE INFORMATION

FROM THRU NO. LATE CHARGES TOTAL 1/1/2004 12/21/2004 12 \$690.48

OTHER ARREARS -\$6,805.31
Foreclosure Fees and Costs \$3,375.77
Total amount currently in arrears & delinquent \$14,521.50

Default(s) other than payment of money:

Proof Real Estate Taxes are paid (if applicable)
Proof Senior Encumbrances are paid (if applicable)
Proof Homeowners Insurance and Dues are paid (if applicable)

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$172,509.47, together with interest as provided in the Note or other instrument secured from 12/1/2003, and such other costs and fees as are due under the note or other instrument secured, and as 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 2/4/2005. The defaults referred to in Paragraph III must be cured by 1/24/2005, (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 1/24/2005 (11 days before the sale) the default(s) as set forth in Paragraph III is/are 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 1/24/2005 (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 by 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 address(es):

See Attached Mail List attached hereto and made a part hereof

by both first class and certified mail on 8/1/2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 8/2/2003, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the root proof proof

200412230065 Skagit County Auditor

12/23/2004 Page

2 of 411:02AM

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.
- 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. FOR SALE INFORMATION CALL (925) 603-7342.

ADDRESS FOR SERVICE: c/o I-5 Legal Support NW, LLC, 824 Post Avenue, Seattle, WA 98104

Dated: 12/21/2004

STANDARD TRUSTEE SERVICE COMPANY

WASHINGTON, successor Trustee

2600 Stanwell Dr., Ste 200

Concord, CA 94520 (925)603-1000

June Christy, Vice President

State of California) ss. County of Contra Costa)

On 12/21/2004, before me, A. Rigsby, a Notary Public in and for said County and State, personally appeared June Christy, Vice President 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:

A. Rigsby

A. RIGSBY
COMM. # 1325608
17TARY PUBLIC CALIFORMITA COSTA CO
COMM. EXP. OCT. 16, 205





Mail/List Attached Hereto and made a Part hereof

MICHAEL J. LARVIA 13098 GLENWOOD DRIVE MOUNT VERNON, WASHINGTON 98273

BEVERLY J. LARVIA 13098 GLENWOOD DRIVE MOUNT VERNON, WASHINGTON 98273

Occupants of the premises 13098 GLENWOOD DRIVE MOUNT VERNON, WA 98273

> 200412230065 Skagit County Auditor

12/23/2004 Page

4 of

411:02AM