200 when recorded mail to: Skagit

200512210109 Skagit County Auditor

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Cal-Western Reconveyance Corporation of Washington
P.O. Box 22004
525 East Main Street
El Cajon, CA. 92022-9004

Space Above This Line For Recorder's Use\_

Loan No. 0106723323

1921819

FIRST AMERICAN TITLE CO.

T.S. No. 1056972-06

Parcel No. 4638-000-027-0006

75408 - 4

# NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Cal-Western Reconveyance Corporation of Washington, will on March 24, 2006, at the hour of 10:00am,

AT THE COUNTY COURTHOUSE, 205 W. 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(ies) of SKAGIT, State of Washington to-wit:

LOT 27, "THE MEADOW-PHASE II", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 1 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON. \*LOAN MODIFICATION DATED 03/19/2002

Commonly known as: 1212 OAK PLACE

MOUNT VERNON WA 98273

which is subject to that certain Deed of Trust dated August 29, 2000, recorded September 07, 2000, under Auditor's File No. 200009070069\*, Book XX, Page 1, records of SKAGIT County, Washington, from MARVIN FRITH AND MARIA GLADIS ANDREA FRITH HUSBAND AND WIFE as Grantor.

to TD SERVICE COMPANY WASHINGTON as Trustee, to secure

an obligation in favor of WESTREN SUNRISE AKA CROSSLAND MORTAGE CORP as Beneficiary,

the beneficial interest in which was assigned by

WELLS FARGO HOME MORTGAGE INC

to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

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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/are made as follows:

Failure to pay when due the following amounts which are now in arrears: \$67,108.22; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$151,793.42, together with interest as provided in the note or other instrument secured from August 01, 2003, 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 without warranty, express or implied regarding title, possession or encumbrances on March 24, 2006. The default(s) referred to in paragraph III, must be cured by March 13, 2006 (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 March 13, 2006 (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 March 13, 2006 (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:

See Exhibit "A" attached

by both first class and certified mail on August 20, 2003 proof of which is in the possession of the Trustee; and on August 21, 2003 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, statement of all costs and fees due at any time prior to the sale.

VIII.

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### **NOTICE OF TRUSTEE'S SALE**

Loan No: 0106723323 T.S. No: 1056972-06

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 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 and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenant say summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

DATE: December 13, 2005

Cal-Western Reconveyance Corporation of Washington P.O. Box 22004

525 East Main Street

El Cajon, CA. 92022-9004

c: / \_ \_ \_ \_

(800) \$46-153

Lorrie Womack, A.V.P.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

On December 13, 2005 before me, the undersigned,

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# NOTICE OF TRUSTEE'S SALE

Loan No: 0106723323 T.S. No: 1056972-06

a Notary Public in and for said State, personally appeared

Lorrie Womack, A.V.P.

personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(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

JULIE L. HANSHAW
Commission # 1342670
Notary Public - California
San Diego County
My Comm. Expires Feb 8, 2006

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# NOTICE OF TRUSTEE'S SALE EXHIBIT "A"

Loan No.

0106723323

T.S. No.

1056972-06

Name & Address:

OCCUPANT 1212 OAK PLACE MOUNT VERNON WA 98273

MARVIN FRITH
1212 OAK PLACE
MOUNT VERNON WA 98273

MARIA GLADIS ANDREA FRITH 1212 OAK PLACE MOUNT VERNON WA 98273

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