

RECORDING REQUESTED BY  
Select Portfolio Servicing, Inc.  
3815 S.W. Temple  
Salt Lake City, UT 84115-4412

AND WHEN RECORDED MAIL TO:  
Quality Loan Service Corp. of Washington  
319 Elm Street, 2nd Floor  
San Diego, CA 92101



200701190123  
Skagit County Auditor

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**"LSI TITLE FNDS DIVISION"**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0007935182

APN: P104287

TS No: WA-06-70420-CM

CHICAGO TITLE CO.

10641204 ✓

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

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 5/11/2007, at 10:00:00 AM at every Friday at 10:00:00 AM THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3RD AND KINCAID STREET, MOUNT VERNON, WA 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:

**LOT 20, PLAT OF EAGLEMONT, PHASE 1A, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGES 130 THROUGH 146, RECORDS OF SKAGIT COUNTY WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.**

Commonly known as:

4404 LANDMARK DR  
MOUNT VERNON, WA 98274

P104287

which is subject to that certain Deed of Trust dated 4/19/2005, recorded 4/19/2005, under Auditor's File No. 200504190098, in Book \*\*\*, Page \*\*\*records of SKAGIT County, Washington, from MARK G. OLCOTT, AS HIS SEPARATE PROPERTY, as Grantor(s), to LAND TITLE AND ESCROW, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC ("MERS"), AS A NOMINEE FOR *sme mortgage company*, as Beneficiary, (*only if current beneficiary different from original beneficiary*) the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC ("MERS"), AS A NOMINEE FOR *sme mortgage company* to U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Asset Trust 2005-5, Home Equity Pass Through Certificates, Series 2005-5.

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.

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: \$27,060.68

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$345,854.00**, together with interest as provided in the Note from the **6/1/2006**, 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 **5/11/2007**. The defaults referred to in Paragraph III must be cured by **4/30/2007** (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 **4/30/2007** (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 **4/30/2007** (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):

<u>NAME</u>	<u>ADDRESS</u>
<b>MARK G. OLCOTT, AS HIS SEPARATE PROPERTY</b>	<b>4404 LANDMARK DR MOUNT VERNON, WA 98274</b>

by both first class and certified mail on **1/3/2007**, 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.

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.



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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.

**If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.**

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

DATED: 02/05/2007

*Katherine Gustavson*  
Quality Loan Service Corp. of Washington, as Trustee  
By: Katherine Gustavson, Assistant Trustee Sale Officer

For Non-Sale, Payoff & Reinstatement info  
Quality Loan Service Corp of Washington  
319 Elm Street, 2<sup>nd</sup> Floor  
San Diego, CA 92101  
(619) 645-7711  
Sale Line: 714-259-7850 or Login to:  
[www.fidelityasap.com](http://www.fidelityasap.com)

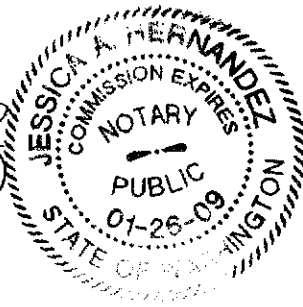
For Service of Process:  
Quality Loan Service Corp., of Washington  
600 First Avenue, Suite 435  
Seattle, WA 98104  
(866) 645-7711

State of Washington ) ss.  
County of King )

On 02/05/2007, before me, Jessica A Hernandez, a Notary Public in and for said County and State, personally appeared **Katherine Gustavson** 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: *Jessica A Hernandez*  
Jessica A Hernandez



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