



200701250093

Skagit County Auditor

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Town and Country  
505 City Parkway West Suite 200  
Orange, CA 92868  
888-485-9191 714-259-7850

**"LSI TITLE, FNDS DIVISION"**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ABBREVIATED LEGAL DESCRIPTION: LOT 21, BLK. O, CAPE HORN ON THE SKAGIT DIV. NO. 2

Loan No: **0105285480** APN: 3869-015-021-0007

TS No: **T06-23797-WA**

6511737

CHICAGO TITLE CO.

16941131

**NOTICE OF TRUSTEE'S SALE**

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

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON will on **05-04-2007**, 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:

LOT 21, BLOCK O, CAPE HORN ON THE SKAGIT, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Commonly known as:

41934 CEDAR STREET  
SEDRO WOOLLEY, WA 98284

which is subject to that certain Deed of Trust dated 01-04-2005, recorded 01-11-2005, under Auditor's File No. 200501110118, in Book , Page records of SKAGIT County, Washington, from PAULINE R. MONTGOMERY AND TIMOTHY D. MONTGOMERY, WIFE AND HUSBAND, as Grantor(s), to BLACKSTONE NATIONAL TITLE, L.L.C, as Trustee, to secure an obligation in favor of AMERIQUEST MORTGAGE COMPANY, A CORPORATION, as Beneficiary.

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:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
08/01/2006	01/22/2007	6	\$1,058.17	\$6,349.02

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
08/01/2006	01/22/2007	6	\$317.45

**PROMISSORY NOTE INFORMATION**

Note Dated:	01-04-2005
Note Amount:	\$127,500.00
Interest Paid To:	07-01-2006
Next Due Date:	08-01-2006

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$126,227.06, together with interest as provided in the Note from the 08-01-2006, 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 05-04-2007. The defaults referred to in Paragraph III must be cured by 04-23-2007, (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 04-23-2007 (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 04-23-2007 (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>
PAULINE R. MONTGOMERY AND TIMOTHY D. MONTGOMERY, WIFE AND HUSBAND	41934 CEDAR STREET SEDRO WOOLLEY, WA 98284

PAULINE R. MONTGOMERY AND TIMOTHY D. MONTGOMERY, WIFE AND HUSBAND	41934 CEDAR STREET SEDRO WOOLLEY, WA 98284
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by both first class and certified mail on 12-19-2006, 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



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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.

FOR SALES INFORMATION, PLEASE CONTACT AGENCY SALES AND POSTING AT  
WWW.FNASAP.COM OR 714-259-7850

DATED: January 22, 2007

FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,  
C/O Town and Country  
3500 188TH ST. SW #300  
LYNWOOD, WA 98037  
PHONE (888) 485-9191  
REINSTATEMENT LINE 800-430-5262 EXT 34101

MerceDES Arevalo  
MERCEDES AREVALO,

State of CA) ss.  
County of ORANGE)

On January 22, 2007 before me, **JULIAN MORENO** Notary Public, personally appeared **MERCEDES AREVALO**, 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 [Signature] (Seal)  
JULIAN MORENO, Notary Public

Federal Law requires us to notify you that we are acting as a debt collector. If you are currently in a bankruptcy or have received a discharge in bankruptcy as to this obligation, this communication is intended for informational purposes only and is not an attempt to collect a debt in violation of the automatic stay or the discharge injunction.



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