After Recording, Return to: Kathy Taggart Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997



8/10/2007 Page

1 of

9:42AM

File No. 7023.13476/VILLARREAL, MARIA AND DAVID O.

**Grantors:** 

Northwest Trustee Services, Inc.

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity

Trust 2007-4

Grantee:

VILLARREAL, MARIA AND DAVID O.

GUARDIAN NORTHWEST TITLE CO.

Notice of Trustee's Sale

92143

Pursuant to the Revised Code of Washington 61.24, et seq.

## I. ACCOMMODATION RECORDING ONLY

On November 9, 2007, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 4846-000-028-0000 (P122272)

Abbreviated Legal: Lot 28, "Plat of Homestead Place Subdivision"

Lot 28, Homestead Place, according to the plat thereof, Recorded December 1, 2004, under Auditor's File No. 200412010051, and Amended May 6, 2005 under Auditor's File No. 200505060135 Records of Skagit County, Washington.

Commonly known as: 955 HOMESTEAD DRIVE

BURLINGTON, WA 98233

which is subject to that certain Deed of Trust dated 10/25/06, recorded on 11/22/06, under Auditor's File No. 200611220132, records of Skagit County, Washington, from David O. Villarreal and Maria E. Villarreal, husband and wife, as Grantor, to Northwest Trustee Services, LLC, as Trustee, to secure an obligation in favor of Wells Fargo Bank, N.A., as Beneficiary, the beneficial interest in which was assigned by Wells Fargo Bank, N.A. to Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2007-4, under an Assignment/Successive Assignments recorded under Auditor's File No. 200708020114.

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 Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 8/10/2007
Monthly Payments Late Charges Lender's Fees & Costs	\$14,185.85 \$503.64 \$152.50
Total Arrearage \$14,841	99
Trustee's Expenses	
(Itemization)	
Trustee's Fee	\$607.50
Title Report	\$1,011.96
Statutory Mailings	\$30.00
Recording Costs	\$68.00
Postings	\$115.00
Sale Costs	\$0.00
Total Costs \$1,832	<u>46</u>
	and the same
Total Amount Due:	\$16,674.45

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

## OTHER DEFAULT

Nonpayment of Taxes/Assessments

Default under any senior lien

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on Sale)

## ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Revert title to permitted vestee



8/10/2007 Page

of 4 9:42AM

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$306,000.00, together with interest as provided in the note or other instrument secured from 03/01/07, 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 November 9, 2007. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 10/29/07 (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 the close of the Trustee's business on 10/29/07 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 10/29/07 (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 balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

## NAME AND ADDRESS

MARIA E. VILLARREAL 955 HOMESTEAD DRIVE BURLINGTON, WA 98233 DAVID O. VILLARREAL 955 HOMESTEAD DRIVE BURLINGTON, WA 98233

by both first class and either certified mail, return receipt requested, or registered mail on 07/10/07, proof of which is in the possession of the Trustee; and on 07/10/07 Grantor and Borrower were personally served with said written notice of default <u>or</u> the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.

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 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.

The trustee's rules of auction may be accessed at <a href="https://www.northwesttrustee.com">www.northwesttrustee.com</a> and are incorporated by this reference. You may also access sale status at <a href="https://www.northwesttrustee.com">www.northwesttrustee.com</a> and <a href="https://www.USA-Foreclosure.com">www.USA-Foreclosure.com</a>.

EFFECTIVE: 8/10/2007

Northwest Trustee Services, Ind., Trustee

Apthorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Kathy Taggart

(425) 586-1900

STATE OF WASHINGTON

) ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Kathy Taggart is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged she as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 6, 2007

KEN L. PATNER

STATE OF WASHINGTON

NOTARY --- + --- PUBLIC

MY COMMISSION EXPIRES 01-30-10

NOTARY PUBLIC in and for the State of

Washington, residing at Seattle

My commission expires 1-30-10

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

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File No: 7023.13476

Client: Wells Fargo Home Mortgage

Borrower: VILLARREAL, MARIA AND DAVID O.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.