

2/8/2008 Page

1 of

5 3:58PM

Skagit County Auditor

2/6/2008 Pagé

1 of

4 1:27PM

AND WHEN RECORDED MAIL TO:

Executive Trustee Services, LLC 2255 North Ontario Street, Suite 400 Burbank, California 91504-3120

(818) 260-1600 72 73

Re DECORD

3547416

ACCOMMODATION RECORDING ONLY

Loan No. 0359438388 APN: 330420-0-023-0006 (P16948)

TS No: WA-124741-C

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

NOTICE IS HEREBY GIVEN that First American Title Insurance Company, the undersigned Trustee will on 5/9/2008, 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:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" SECTION 20, TOWNSHIP 33, RANGE 4; PTN. W 1/2 (AKA LOT 1, SHORT PLAT NO. 17-89).

Commonly known as: 21895 CÉDARDALE ROAD MOUNT VERNON. WASHINGTON 98274

which is subject to that certain Deed of Trust dated 10/4/2006, recorded 10/17/2006, under Auditor's File No. 200610170118, in Book, Page AND RE-RECORDED ON 12/7/2006 AS INSTRUMENT NO. 200612070076 records of Skagit County, Washington, from CASEY J. WRIGHT AND HEIDIA. WRIGHT HUSBAND AND WIFE, as Grantor(s), to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of ARGENT MORTGAGE COMPANY, LLC, as Beneficiary, the beneficial interest in which was assigned by ARGENT MORTGAGE COMPANY, LLC to GMAC MORTGAGE, LLC

GMAC MORTGAGE CORPORATION.

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.

Loan No: 0359438388

T.S. No.: WA-124741-C

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

FROM THRU NO.PMT AMOUNT TOTAL 10/1/2007 2/4/2008 5 \$2,759.21 \$13,796.05

LATE CHARGE INFORMATION

FROM THRU NO. LATE CHARGES TOTAL 10/1/2007 2/4/2008 4 \$449.72

PROMISSORY NOTE INFORMATION

Note Dated: 10/4/2006

Note Amount: \$342,000.00

Interest Paid To: 9/1/2007

Next Due Date: 10/1/2007

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$342,000.00, together with interest as provided in the Note from the 10/1/2007, 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 5/9/2008. The defaults referred to in Paragraph III must be cured by 4/28/2008, (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 4/28/2008 (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 4/28/2008 (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> CASEY J. WRIGHT AND HEIDI A. WRIGHT HUSBAND AND WIFE ADDRESS 21895 CEDARDALE ROAD MOUNT VERNON, WASHINGTON 98274

CASEY WRIGHT and HEIDI WRIGHT

21895 CEADERDALE ROAD MOUNT VERNON, WA 98274

by both first class and certified mail on 12/24/2007, 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 above, and the Trustee has possession of proof of such service or posting.

200802080120 Skagit County Auditor

2/8/2008 Page

2 of

5 3:58PM

Loan No: 0359438388

T.S. No.: WA-124741-C

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.

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.

- 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.
- NOTICE TO OCCUPANTS OR TENANTS The purchaser at the Trustee's Sale is entitled to X. 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.

DATED: 2/4/2008

FIRST AMERICAN TITLE INSURANCE COMPANY

2101 Fourth Ave., Suite 800

Seattle, WA 98121

Sale Line: 714-259-7850

Karen Balsano, Assistant Secretary

State of California County of Los Angeles)

On 2/4/2008, before me, Dee C. Ortega, a Notary personally appeared Karen Balsano who 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.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Dee C. Ortega

OFFIC. ORIGINA Commission # 1672751 Notary Public - California Los Angelos County Colam. (xpiges Jun 5, 2010)

00802080120

Skagit County Auditor

2/8/2008 Page

3 of

3:58PM

EXHIBIT "A"

LEGAL DESCRITPTION

Lot 182, as shown on the map entitled, "Tract No. 93-3 Map of Vista Del Rey Unit #3, in the City of Atwater, County of Merced, State of California, filed August 17, 1995 in Volume 45 of Subdivision Maps, at Pages 20, 21, 22, 23 and 24, in the Office of the County Recorder of said County.

Excepting therefrom an undivided one-half interest in and to all oil, gas, petroleum, naphtha and other hydrocarbon substances, and any and all minerals of whatsoever fond and nature, in, upon or beneath the property hareinabove described, together with the right of entry and all other rights, including all rights of way and essements which may be necessary for the development, excepted and reserved in the Dead from Barrett and HiLP Builders, a Partnership, et al., recorded November 25, 1955 in Volume 1234, Page 191, Merced County Records.

Excepting therefrom an undivided one-quarter interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature, in, upon, or beneath the property herein described together with the right of antry and all other rights, including all rights of way and essements, which such substances and minerals as reserved by Deed recorded January 17, 1969, in Book 1769, Page 698, Merced County Records.

Except therefrom an undivided one-quarter interest in all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet, but with no right of surface entry, as provided in deed recorded June 30, 1997 in Volume 3608, Page 771, Official Records.

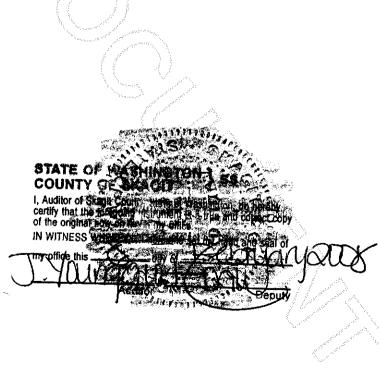
Also Except therefrom all overlying and other water rights, including without limitations, the right to appropriate water and to distribute it to other properties without any right to the use of or rights in or to any portion and the surface of said land. The owner of the reserved water rights, however, coverants that it will not exercise the rights reserved over the surface of the property described above or within the subsurface of such property above a depth of 100 feet below the surface of said property. Breach of the foregoing coverant shall not, however, terminate or forfeit the rights so reserved, but injunctive relief may be sought and obtained to prevent or remedy any such breach, as reserved by Deed recorded June 30, 1997 in Volume 3608, Page 771, Merced County Records.

200802080120 Skagit County Auditor

2/8/2008 Page

4 of

3-50064





2/8/2008 Page

5 of

5 3:58PM