RECORDING REQUESTED BY WASHINGTON MUTUAL BANK 7255 Baymeadows Way Jacksonville, FL 32256

AND WHEN RECORDED MAIL TO: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101

CHICAGO TITLE CO.

200802200045 Skagit County Auditor

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311:13AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE W290130

TS No: WA-08-125456-CM

Loan No: 0691180640

APN: 3793-002-010-0009 P57287

## 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 5/23/2008, at 10:00:00 AM at the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. 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:

THE EAST 10 FEET OF LOT 8, AND ALL OF LOTS 9 AND 10, BLOCK 2, "PLAT OF J.H. HAVEKOST'S ADDITION TO ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Commonly known as: 1401 30TH ST ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 3/7/2006, recorded 4/3/2006, under Auditor's File No. 200604030113, in Book xxx, Page xxxrecords of SKAGIT County, Washington, from KENNETH K. CLARK AND LORETTA CLARK, HUSBAND AND WIFE, as Grantor(s), to FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ENCORE CREDIT CORP., as Beneficiary, (only if current beneficiary different from original beneficiary) the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ENCORE CREDIT CORP. to WM Specialty Mortgage LLC.

- 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: \$24.559.32

- The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$339,998.01, together with interest as provided in the Note from the 7/1/2007, 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 5/23/2008. The defaults referred to in Paragraph III must be cured by 5/12/2008 (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 5/12/2008 (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 5/12/2008 (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):

**NAME** 

KENNETH K. CLARK AND LORETTA CLARK, HUSBAND AND WIFE ADDRESS 1401 30TH ST ANACORTES, WA 98221

by both first class and certified mail on 1/16/2008, 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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Loan No: 0691180640

DATED: 2/19/2008

## T.S. No.: WA-08-125456-CM

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.

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Quality Loan Service Corp. of Washington, as Trustee By: Hazel Garcia, Asst. Trustee Sale Officer

For Non-Sale, Payoff & District Corp of Washington 2141 Fifth Avenue San Diego, CA 92101 (619) 645-7711

Sale Line: 714-573-1965 or Login to:

www.priorityposting.com

For Service of Process:

Quality Loan Service Corp., of Washington 600 Winslow Way East, Suite 234 Bainbridge Island, WA 98110 (866) 645-7711

State of California )
County of San Diego )

On 2/19/2008 before me, M. C. Aquiningoc, a notary public, personally appeared Hazel Garcia, 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 (Seal





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