

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CR Title Services Inc.
P.O. Box 1500
Rancho Cucamonga, CA 91729-1500
888-485-9191 714-730-2727



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Skagit County Auditor

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ABBREVIATED LEGAL DESCRIPTION: Section 26, Township 36, Range 4, Ptn. SW NE (aka Tract 3
Short Plat No. 4-75)

Loan No: 0106357270 APN: (P50004) 360426-1-006-0206

TS No: T08-40687-WA

3852320

(P121511) 360426-1-006-0206

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 FIRST AMERICAN TITLE INSURANCE COMPANY will on **01-09-2009, 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 EXHIBIT "A"

GUARDIAN NORTHWEST TITLE CO.

Commonly known as:
22731 PRAIRIE ROAD
SEDRO WOOLLEY, WA 98284

95465

which is subject to that certain Deed of Trust dated 12-14-2006, recorded 12-20-2006, under Auditor's File No. 200612200089, in Book , Page records of SKAGIT County, Washington, from FRANK H. WELCH AND DORIS M. WELCH, HUSBAND AND WIFE, as Grantor(s), to FIRST AMERICAN TITLE COMPANY, 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., under an Assignment recorded under Auditor's file number 200809020106.

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>
05/01/2008	10/06/2008	6	\$1,508.10

TOTAL
\$9,048.60

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>
05/01/2008	10/06/2008	5

<u>TOTAL</u>
\$361.96

PROMISSORY NOTE INFORMATION

Note Dated:	12-14-2006
Note Amount:	\$247,000.00
Interest Paid To:	04-01-2008
Next Due Date:	05-01-2008

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$245,467.58, together with interest as provided in the Note or other instrument from the 05-01-2008, 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. Said sale will be made without warranty, express or implied, regarding title, possession or encumbrances on 01-09-2009. The defaults referred to in Paragraph III must be cured by 12-29-2008, (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 12-29-2008 (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 12-29-2008 (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>	<u>ADDRESS</u>
FRANK H. WELCH AND DORIS M. WELCH, HUSBAND AND WIFE	22731 PRAIRIE ROAD SEDRO WOOLLEY, WA 98284

FRANK H. WELCH AND DORIS M. WELCH, HUSBAND AND WIFE	22731 PRAIRIE ROAD SEDRO WOOLLEY, WA 98284
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by both first class and certified mail on 08-27-2008, 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.

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



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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.

FOR SALES INFORMATION, PLEASE CONTACT AGENCY SALES AND POSTING AT
WWW.FIDELITYASAP.COM OR 714-730-2727

DATED: October 06, 2008

FIRST AMERICAN TITLE INSURANCE COMPANY,
C/O CR Title Services Inc.
C/O CR TITLE SERVICES INC.
RANCHO CUCAMONGA, CA 91729-1500
PHONE 888-485-9191

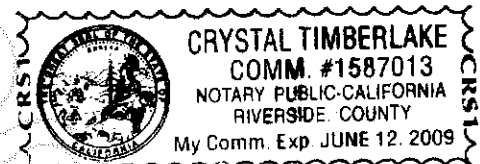

YESSICA RODRIGUEZ, TRUSTEE SALES OFFICER

State of CA) ss.
County of SAN BERNARDINO)

On October 06, 2008 before me, Crystal Timberlake Notary Public, personally appeared YESSICA RODRIGUEZ, 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  (Seal)
Crystal Timberlake, 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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EXHIBIT "A"

Tract 3, Skagit County Short Plat No. 4-75, approved March 14, 1975, and recorded May 18, 1975, in Volume 1 of Short Plats, page 24, under Auditor's File No. 814766, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 36 North, Range 4 East, W.M..

TOGETHER WITH an easement for ingress and egress, and utilities, over and across a strip of land being 30.00 feet in width in a portion of the Northeast $\frac{1}{4}$ in Section 26, Township 36 North, Range 4 East, W.M., said 30.00 foot strip lying 15.00 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Northwest $\frac{1}{4}$; thence South $89^{\circ}50'00''$ West along the South line of said Northeast $\frac{1}{4}$ a distance of 1,292.65 feet to the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence continue South $89^{\circ}50'00''$ West along said South line a distance of 19.65 feet; thence North $01^{\circ}13'14''$ West a distance of 231.54 feet to an intersection with the Northeasterly margin of the Prairie County Road, said intersection to be hereinafter referred to a Point X; thence South $48^{\circ}47'45''$ East along said Northeasterly margin a distance of 116.36 feet to a point of curvature in said margin; thence continue along said margin and along the arc of said curve to the left having a radius of 542.96 feet, through a central angle of $24^{\circ}39'46''$, an arc distance of 233.72 feet to the true point of beginning of said 30 foot easement strip; thence $12^{\circ}37'55''$ East a distance of 131.82 feet; thence North $27^{\circ}01'50''$ West a distance of 233.39 feet; thence North $33^{\circ}20'00''$ West a distance of 144.18 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 480.00 feet, through a central angle of $15^{\circ}22'33''$ an arc distance of 128.81 feet to a point in said curve that is North $01^{\circ}13'14''$ West a distance of 365.33 feet from before mentioned point X; thence continue along said curve to the left having a radius of 480.00 feet, through a central angle of $18^{\circ}47'49''$ an arc distance of 157.47 feet to a point of tangency; thence North $67^{\circ}30'22''$ West a distance of 118.65 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 230.00 feet, through a central angle of $29^{\circ}47'36''$ an arc distance of 119.60 feet to a point of tangency; thence North $37^{\circ}42'46''$ West a distance of 199.22 feet to a point to be hereinafter referred to as Point Y; thence continue North $37^{\circ}42'46''$ West a distance of 335.24 feet; thence North $13^{\circ}07'03''$ West a distance of 80.39 feet to an intersection with the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the terminus of said centerline;

And also an easement for said purposes being 30.00 feet in width and lying 20.00 feet Northerly and 10.00 feet Southerly of the following described line:

Beginning at before mentioned Point Y; thence North $87^{\circ}38'00''$ East along said line a distance of 450.91 feet to a point that is North $01^{\circ}13'14''$ West a distance of 741.66 feet from before mentioned Point X; thence North $87^{\circ}43'15''$ East a distance of 20.00 feet to the terminus of said line.



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