RECORDING REQUESTED BY

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AND WHEN RECORDED MAIL TO:

Specialized Loan Servicing LLC 8742 Lucent Blvd Highlands Ranch, CO 80129

CHICAGO TITLE CO. 16946555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 1002893559 APN: 350423-1-005-0019

TS No: 08-01299-6

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

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on January 16, 2009, at TEN O'CLOCK 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:

SEE ATTACHED LEGAL DESCRIPTION

Lot | and ptn. Lot 2, Utn of Scan Woolky SP±SW-03-00 which is subject to that certain Deed of Trust dated January 20, 2006, recorded on January 27, 2006, as Instrument No. 200601270061 of Official Records in the office of the Recorder of Skagit County, WA from BETTY L. THURMOND, AN UNMARRIED WOMAN as Grantor(s), to CHICAGO TITLE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as Beneficiary.

More commonly known as 810 COOK ROAD, SEDRO WOOLLEY, WA 98284

- 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

From To #Pymts Monthly pymt 06/01/2008 01/16/2009 9 \$1.724.82

Total

\$15,523.38

LATE CHARGE INFORMATION

06/01/2008

01/16/2009

6

\$80.56

\$483.36

& Fidelity National Title Insurance Company

## PROMISSORY NOTE INFORMATION

Note Dated: Note Amount: Interest Paid To: Next Due Date:

January 20, 2006 \$212,000.00 May 1, 2008 June 1, 2008

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$207,928.47, together with interest as provided in the Note from the June 1, 2008, 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 01/16/2009. The defaults referred to in Paragraph III must be cured by January,5,2009, (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 January,5,2009 (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 January,5,2009 (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

BETTY L. THURMOND, AN UNMARRIED

WOMAN

<u>ADDRESS</u>

810 COOK ROAD

SEDRO WOOLLEY, WA

BETTY L. THURMOND

810 COOK RD

SEDRO WOOLLEY, WA 98284

by both first class and certified mail on September 12, 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.
- 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.

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THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: October 13, 2008

FIDELITY NATIONAL TITLE INSURANCE COMPANY

17911 Von Karman Are, Suite 275

Irvine, CA 92614

Phone No. 949-622-

Lisa Bradford, Authorized Signature

STATE OF CALIFORNIA: COUNTY OF ORANGE:

On October 13, 2008 before me, Shena Marie La Rue, the undersigned, a Notary Public in and for said county, personally appeared Lisa Bradford 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.

Shena Marie La Rue #1807664

My Commission Expires July 27, 2012



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Order No.: ICG46555

## EXHIBIT 'A'

Lot 1, CITY OF SEDRO WOOLLEY SHORT PLAT NO. SW-03-00, as approved July 19, 2000 and recorded July 26, 2000 under Auditor's File No. 200007260102, records of Skegit County, Washington, being a portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian;

TOGETHER WITH that portion of Lot 2, City of Sedro Woolley Short Plat No. SW-03-00, as approved July 19, 2000 and recorded July 26, 2000 under Auditor's File No. 200007260102, records of Skagit County, Washington lying North of the following described line:

Commencing at the Northwest corner of said Lot 2;

Thence South 00°27'02" East along the West line thereof, a distance of 124.78 feet to the initial point of this line description;

Thence South 88°02'06" East, a distance of 70.06 feet to the East line of said Lot 2 and terminal point of this line description.

Situated in Skagit County, Washington,

- END OF EXHIBIT 'A' -

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