

AND WHEN RECORDED MAIL TO:

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



200901120102

Skagit County Auditor

1/12/2009 Page 1 of 4 1:20PM

(818) 260-1600

3912907
Loan No: 7426248951 APN: 350919-1-002-0005(P44518)

SPACE ABOVE THIS LINE FOR RECORDER'S USE
GUARDIAN NORTHWEST TITLE CO.
TS No: WA-170013-C

95863

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

I. NOTICE IS HEREBY GIVEN that FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned Trustee will on **4/17/2009, 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" ATTACHED AND MADE A PART HEREOF.

SECTION 19, TOWNSHIP 35, RANGE 9;PTN.GOV. LOT 2.

Commonly known as:
48893 CONCRETE SAUK VALLEY ROAD
CONCRETE, WASHINGTON 98237

which is subject to that certain Deed of Trust dated 11/16/2005, recorded 11/22/2005, under Auditor's File No. 200511220025, in Book , Page records of Skagit County, Washington, from DEBORAH M. ELIAS, AN UNMARRIED PERSON, AS HER SEPARATE PROPERTY, as Grantor(s), to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC., as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC. to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC..

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.

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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>	<u>TOTAL</u>
8/1/2008	1/8/2009	6	\$1,856.63	\$11,139.78

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
8/1/2008	1/8/2009	5	\$409.70

PROMISSORY NOTE INFORMATION

Note Dated:	11/16/2005
Note Amount:	\$234,400.00
Interest Paid To:	7/1/2008
Next Due Date:	8/1/2008

IV. The amount to cure defaulted payments as of the date of this notice is \$14,905.83. Payments and late charges may continue to accrue and additional advances to your loan may be made, it is necessary to contact the beneficiary prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay.

As of the dated date of this document the required amount to payoff the obligation secured by the Deed of Trust is: \$241,196.01 (note: due to interest, late charges and other charges that may vary after the date of this notice, the amount due for actual loan payoff may be greater).

The principal sum of \$228,463.55, together with interest as provided in the Note from the 8/1/2008, 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 4/17/2009. The defaults referred to in Paragraph III must be cured by 4/6/2009, (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 4/6/2009 (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 4/6/2009 (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):

<u>NAME</u>	<u>ADDRESS</u>
DEBORAH M. ELIAS, AN UNMARRIED PERSON, AS HER SEPARATE PROPERTY	48893 CONCRETE SAUK VALLEY ROAD CONCRETE, WASHINGTON 98237
DEBORAH M. ELIAS	PO BOX 392 CONCRETE, WA 98237

by both first class and certified mail on 11/19/2008, 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.



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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.

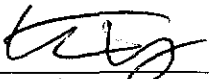
IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X. NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to 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: 1/8/2009

FIRST AMERICAN TITLE INSURANCE COMPANY
2101 FOURTH AVE., SUITE 800
SEATTLE, WA 98121
Sale Line:: 714-730-2727


Stephanie Hoy, Assistant Secretary

State of California) ss.
County of Orange)

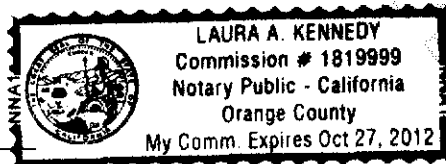
On ~~4/8/2009~~ ¹⁻⁹⁻⁰⁹, before me, **Laura A. Kennedy**

, a Notary personally appeared Stephanie Hoy 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: 



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EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF GOVERNMENT LOT 9 IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., LYING WESTERLY OF HOOPER CREEK AS SAID CREEK EXISTED ON JUNE 13, 1942 AND NORTHERLY OF SAUK VALLEY ROAD AS CONDEMNED BY SKAGIT COUNTY FOR ROAD PURPOSES UNDER SKAGIT COUNTY SUPERIOR COURT CASE NO. 21057, EXCEPT THE FOLLOWING DESCRIBED TRACTS;

1. THAT PORTION OF SAID SOUTHEAST 1/4 IF THE NORTHEAST 1/4, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE CENTER OF HOOPER CREEK AND THE NORTH MARGIN OF THE COUNTY ROAD AS SAID CREEK AND ROAD EXISTED ON APRIL 10, 1958; THENCE WEST ALONG SAID ROAD 300 FEET; THENCE NORTH 175 FEET; THENCE EAST 225 FEET, MORE OR LESS, TO THE CENTER OF HOOPER CREEK AS IS SO EXISTED; THENCE ALONG SAID CENTER SOUTHERLY TO THE POINT OF BEGINNING.
2. THAT PORTION OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF THE SAUK VALLEY COUNTY ROAD WHICH LIES 460 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION, AS MEASURED ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SUBDIVISION TO THE SKAGIT RIVER; THENCE WESTERLY ALONG THE SAID RIVER TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SAUK VALLEY COUNTRY ROAD; THENCE EASTERLY ALONG THE NORTH LINE OF SAID ROAD TO THE POINT OF BEGINNING.
3. BEGINNING AT THE INTERSECTION OF THE CENTER OF HOOPER CREEK AND THE NORTH MARGIN OF THE COUNTY ROAD AS CREEK AND ROAD EXISTED ON APRIL 10, 1958; THENCE WEST ALONG SAID ROAD 300.00 FEET TO A POINT DESIGNATED AS POINT "B"; THENCE NORTH 175.00 FEET; THENCE EAST 225.00 FEET, MORE OR LESS, TO THE CENTER OF HOOPER CREEK AS IT EXISTED ON JUNE 13, 1942, SAID POINT DESIGNATED AS POINT "A"; THENCE BEGINNING AT POINT "B", THENCE ALONG SAID NORTH MARGIN OF COUNTY ROAD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,770.00 FEET THROUGH A CENTRAL ANGLE OF 00° 19' 10" AND A RADIUS POINT WHICH BEARS SOUTH 13° 35' 36" EAST FROM THE LAST DESCRIBED POINT, (POINT "B"); THENCE ALONG SAID CURVE TO AN INTERSECTION WITH AN EXISTING FENCE SAID POINT BEARING NORTH 33° 06' 00" WEST A DISTANCE OF 1,078.98 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 19 BEING THE BEGINNING POINT OF THE HEREIN DESCRIBED LINE; THENCE ALONG SAID FENCE THE FOLLOWING FOUR COURSES AND DISTANCES; THENCE NORTH 12° 11' 40" WEST A DISTANCE OF 170.11 FEET; THENCE NORTH 69° 28' 49" EAST A DISTANCE OF 95.21 FEET; THENCE SOUTH 20° 52' 50" EAST A DISTANCE OF 15.36 FEET; THENCE SOUTH 77° 24' 31" EAST A DISTANCE OF 17.15 FEET; THENCE SOUTH 88° 42' 47" EAST A DISTANCE OF 137.00 FEET TO THE CENTERLINE OF SAID HOOPER CREEK AS IT EXISTED ON JUNE 13, 1942; THENCE ALONG THE CENTERLINE THEREOF TO POINT "A" AS DESCRIBED WITHIN THE DESCRIPTION AND THE TERMINUS OF SAID LINE.
4. THAT PORTION BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO MELVIN D. AND MAY PAT RAWLINGS IN STATUTORY WARRANTY DEED FILED UNDER AUDITOR'S FILE NO. 9211040083, SAID CORNER ALSO BEING THE SOUTHEAST CORNER ON THE NORTH RIGHT-OF-WAY LINE FO THE SAUK VALLEY ROAD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN VOLUME 17 OF SURVEYS, AT PAGE 22 UNDER AUDITOR'S FILE NO. 9505170013; THENCE NORTH 01° 04' 32" EAST ALONG THE WEST LINE OF SAID RAWLINGS TRACT AS SHOWN ON SAID SURVEY 175.00 FEET; THENCE SOUTH 87° 38' 15" EAST ALONG THE NORTH LINE OF SAID RAWLINGS TRACT AS SHOWN ON SAID SURVEY 122.74 FEET TO AN EXISTING REBAR AND CAP; THENCE CONTINUING SOUTH 87° 38' 15" EAST 101.39 FEET, MORE OR LESS, TO THE CENTERLINE OF HOOPER CREEK; THENCE NORTH 33° 08' 34" WEST ALONG SAID CENTERLINE 51.39 FEET; THENCE NORTH 56° 01' 49" WEST ALONG SAID CENTERLINE 16.16 FEET; THENCE SOUTH 81° 07' 17" WEST 62.32 FEET TO A POINT ON THE NORTH SIDE OF A 26" DIAMETER DOUGLAS FIR; THENCE CONTINUING SOUTH 81° 01' 17" WEST 83.34 FEET TO THE NORTHWEST FACE OF A 4X4 FOOT POST AT THE EAST END OF AN EXISTING WOOD FENCE; THENCE ALONG SAID FENCE SOUTH 70° 36' 37" WEST 100.35 FEET TO THE SOUTHWEST SIDE OF AN EXISTING POWER POLE; THENCE SOUTH 09° 13' 37" EAST ON A LINE THAT HITS THE WEST SIDE OF AN EXISTING POWER POLE A DISTANCE OF 165.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OF SAUK VALLEY ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 5,770.00 FEET A DISTANCE OF 26.36 FEET THROUGH A CENTRAL ANGLE OF 1° 15' 42" TO THE POINT OF BEGINNING.



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