



200903040036  
Skagit County Auditor

3/4/2009 Page 1 of 3 11:20AM

WHEN RECORDED MAIL TO:  
Old Republic  
Default Management Services  
P.O. Box 250  
Orange, CA 92856-6250

\*Old Republic Default Management Services, A Division of Old Republic  
National Title Insurance Company, as Successor Trustee

CHICAGO TITLE CO.

620000831

Trustee Sale # 09-19690      Loan # 10534695      Title # 620000831

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on 06/05/2009 at 10:00AM at 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:

**LOT 279, "REVISED MAP OF SURVEY OF SHELTER BAY DIVISION NO. 2, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION", AS RECORDED IN VOLUME 43 OF OFFICIAL RECORDS, ~~PAGE 833~~, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

*Pages 833 through 838*

Commonly known as: **279 SOLEDUCK PLACE, LA CONNER, WA 98257**  
APN: **5100-002-279-0000**

which is subject to that certain Deed of Trust dated 07/24/2006, Recorded on 07/31/2006 UNDER **INSTRUMENT # 200607310176**, records of Skagit County, Washington, from **SCOTT T. DAVIS AND CARRIE S. DAVIS, HUSBAND AND WIFE**, as Grantor(s), to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as Trustee, to secure an obligation in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as Beneficiary, the beneficial interest of which was assigned to Wells Fargo Bank N.A., as Trustee, for Carrington Mortgage Loan Trust, **Series 2006-NC5 Asset-Backed Pass-Through Certificates**, records of Skagit County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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:

Total Payments from <b>04/01/2008</b>	<b>\$24,921.12</b>
Total Late Charges	<b>\$1,074.15</b>
Advances/Expenses	<b>\$</b>
Property Inspections	<b>\$0.00</b>
Est. Foreclosure Fees and Costs	<b>\$4,092.50</b>
<b>TOTAL DUE AS OF March 2, 2009</b>	<b>\$30,311.53</b>

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$259,763.38**, together with interest as provided in the Note from **03/01/2008**, 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 **06/05/2009**. The default(s) referred to in Paragraph III must be cured by **05/22/2009** (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **05/22/2009** (11 days before the sale date), the default(s) as set forth in Paragraph III is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashiers' or certified checks from a State or federally chartered bank. The sale may be terminated any time after **05/22/2009** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance by paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower(s) and Grantor(s) or the Grantor's successor in interest at the following address(es):

279 SOLEDUCK PLACE  
LA CONNER, WA 98257

279 SOLEDUCK PLACE  
LA CONNER, WA 98257

by both first class and certified mail on **01/30/2009** proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place **02/02/2009** 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.



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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.

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

Dated: 3/2/09

Old Republic Default Management Services, A Division of Old Republic National Title Insurance Company, as Successor Trustee

  
Marjorie Hobbs, Assistant Secretary

Old Republic  
Default Management Services  
P.O. Box 250  
Orange, CA 92856-6250  
(866) 263-5802

For additional information or service you may contact:

Old Republic Title, Ltd. – Main Office  
U.S. Mail only  
4114 198<sup>th</sup> Street SW, Ste 4  
Lynnwood, WA 98036  
(866) 263-5802  
Sales line (714) 573-1965

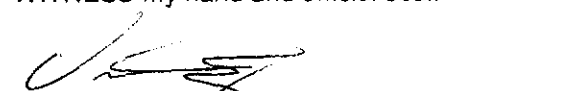
STATE OF )

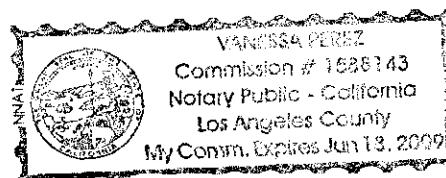
COUNTY OF )

Vanessa Perez

On 03/02/2009 before me the undersigned, \_\_\_\_\_, a Notary Public in and for said county, personally appeared Marjorie Hobbs, Assistant Secretary 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.

  
Notary Public in and for said County and State



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