

RECORDING REQUESTED BY



200903130123  
Skagit County Auditor

AND WHEN RECORDED MAIL TO:

3/13/2009 Page 1 of 5 11:42AM

FIDELITY NATIONAL TITLE INSURANCE  
COMPANY  
17911 Von Karman Ave, Suite 275  
Irvine, CA 92614

CHICAGO TITLE CO.

ip 20000909

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0021100128 APN: 350926-0-019-0017/P44712, 350926-0-010-0008/P44702, 350926-0-008-0010/P44701 TS No: 09-00531-6

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

- I. NOTICE IS HEREBY GIVEN that on **June 19, 2009, at 10:00 AM** At the main entrance to the **Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA**, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' 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 EXHIBIT "A" *Ptn SE 26-35-9*  
*\*Fidelity National Title Ins. Co.*

which is subject to that certain Deed of Trust dated **July 26, 2006**, recorded on **August 4, 2006**, as Instrument No. **200608040075** of Official Records in the office of the Recorder of **Skagit County, WA** from **ROBBIE KISNER, AS HIS SEPARATE ESTATE** 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 **10866 ROCKPORT ST, ROCKPORT, WA 98283**

- 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 Borrowers' 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	Number of Payments	Monthly payment	Total
11/01/2008	06/19/2009	8	\$1,468.44	\$11,747.52

**LATE CHARGE INFORMATION**

11/01/2008	06/19/2009	8	\$63.39	\$507.12
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**PROMISSORY NOTE INFORMATION**

Note Dated: **July 26, 2006**  
Note Amount: **\$140,000.00**  
Interest Paid To: **October 1, 2008**  
Next Due Date: **November 1, 2008**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$139,057.00, together with interest as provided in the Note from the November 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 June 19, 2009. The defaults referred to in Paragraph III must be cured by June 8, 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 June 8, 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 June 8, 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

ADDRESS

ROBBIE KISNER

PO BOX 54  
ROCKPORT, WA 98283

10866 ROCKPORT ST  
ROCKPORT, WA 98283

10866 ROCKPORT STREET  
ROCKPORT, WA 98283

by both first class and certified mail on February 11, 2009, 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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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.

DATED: March 12, 2009

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
17911 Von Karman Ave, Suite 275  
Irvine, CA 92614  
Phone No: 949-622-5730

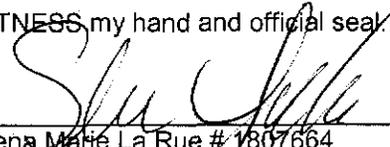
  
\_\_\_\_\_  
**Lisa Bradford, Authorized Signature**

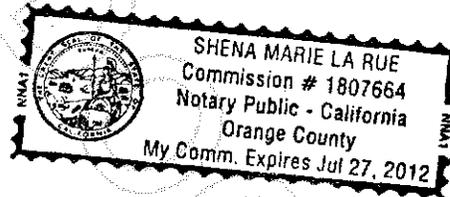
STATE OF CALIFORNIA:  
COUNTY OF ORANGE:

On **March 12, 2009** 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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**EXHIBIT 'A'**

**PARCEL A:**

That portion of Government Lot 2 of Section 26, Township 35 North, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point 210 feet West of the center of the Southeast Quarter of said Section 26;  
Thence West 170 feet;  
Thence South 217 feet, more or less, to the Northeasterly line of the WM Snyder property;  
Thence Southeasterly parallel to the centerline of Main Street in the Town of Rockport, a distance of 150 feet;  
Thence South 50 feet;  
Thence Southeasterly parallel to said Main Street, a distance of 283 feet, more or less, to the North and South centerline of the Southeast Quarter of said Section 26;  
Thence North 263 feet, more or less, to the Southeast corner of Andy Tom Property;  
Thence West 210 feet;  
Thence North 210 feet to the point of beginning.

Situated in Skagit County, Washington

**PARCEL B:**

That portion of the Southwest Quarter of the Southeast Quarter of (sometimes referred to as Government Lot 2) in Section 26, Township 35 North, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point 210 feet West of the center of the Southeast Quarter of said Section 26;  
Thence West 170 feet;  
Thence South 217 feet, more or less, to the Northeasterly line of the WM. Snyder property;  
Thence Southeasterly parallel to the centerline of Main Street in the Town of Rockport 150 feet to the true point of beginning;  
Thence South 50 feet;  
Thence Northwesterly, parallel to the centerline of said Main Street to the Southeasterly line of the WM Snyder Property;  
Thence Northerly along said line to the true point of beginning.

Situated in Skagit County, Washington

continued.....



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**SCHEDULE B**

SPECIAL EXCEPTIONS continued:

PARCEL C:

The North 210 feet of the East 210 feet of the Southwest Quarter of the Southeast Quarter of Section 26, Township 35 North, Range 9 East of the Willamette Meridian;

EXCEPT from all of the above, that portion conveyed to the State of Washington for highway purposes by deeds recorded February 1, 1954 and March 15, 1954, under Auditor's File Nos. 497715 and 499169, respectively, records of Skagit County, Washington.

Situated in Skagit County, Washington

**- END OF EXHIBIT 'A' -**



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