

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CR Title Services Inc.  
1000 TECHNOLOGY DRIVE MS 314  
O'FALLON MO 63368  
877-576-0472 (714) 573-1965



200903130154  
Skagit County Auditor

3/13/2009 Page 1 of 4 3:18PM

GUARDIAN NORTHWEST TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ABBREVIATED LEGAL DESCRIPTION: Lot 9, Block G, Cape Horn On the Skagit

APN(P36118) 3868-007-009-0001

TS No: T09-45669-WA

4007433 / 96564 / 0122325

96564

**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

C/O CR TITLE SERVICES INC. will on **06-12-2009**, at **10:00 AM** 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 9, BLOCK G, "CAPE HORN ON THE SKAGIT, DIVISION NO. 1" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGES 92 THROUGH 97, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Commonly known as:  
41746 CAPE HORN DR  
CONCRETE, WA 98237-8483

which is subject to that certain Deed of Trust dated 09-22-2006, recorded 09-25-2006, under Auditor's File No. 200609250159, in Book , Page records of SKAGIT County, Washington, from ALVIN SCOTT HOLLENBECK, III, A SINGLE MAN, as Grantor(s), to CHICAGO TITLE & ESCROW, as Trustee, to secure an obligation in favor of "MERS" IS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, the beneficial interest in which was assigned by "MERS" IS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., under an Assignment recorded under Auditor's file number .

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>	<u>TOTAL</u>
10/01/2008	03/09/2009	6	\$909.21	\$5,455.26

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
10/01/2008	03/09/2009	5	\$272.64

**PROMISSORY NOTE INFORMATION**

Note Dated:	09-22-2006
Note Amount:	\$117,000.00
Interest Paid To:	09-01-2008
Next Due Date:	10-01-2008

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$116,872.11, together with interest as provided in the Note or other instrument from the 10-01-2008 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 06-12-2009. The defaults referred to in Paragraph III must be cured by 06-01-2009, (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 06-01-2009 (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 06-01-2009 (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>
ALVIN SCOTT HOLLENBECK, III, A SINGLE MAN	41746 CAPE HORN DR CONCRETE, WA 98237-8483

ALVIN SCOTT HOLLENBECK, III, A SINGLE MAN	41746 CAPE HORN DR CONCRETE, WA 98237-8483
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by both first class and certified mail on 02-10-2009, 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.



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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.

FOR SALES INFORMATION, PLEASE CONTACT PRIORITY POSTING AND PUBLISHING AT WWW.PRIORITYPOSTING.COM OR (714) 573-1965

DATED: March 09, 2009

FIRST AMERICAN TITLE INSURANCE COMPANY AS AGENT FOR THE TRUSTEE  
C/O CR TITLE SERVICES INC.  
818 Steward Street Suite 800  
Seattle, WA 98901  
PHONE 888-485-9191

  
MARIA DELATORRE, ASST SEC

State of \_\_\_\_\_ ) ss.  
County of \_\_\_\_\_ )

On March 09, 2009 before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, 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)

*See attached*

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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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

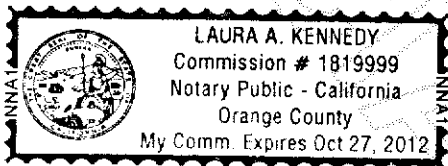
On 3-9-09 before me, Laura A. Kennedy  
Date Here Insert Name and Title of the Officer

personally appeared MARIA DE LA TORRE  
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature [Signature] Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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