



200904140068
Skagit County Auditor

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FILED FOR RECORD AT REQUEST OF:
FIRST AMERICAN TITLE INSURANCE
COMPANY

c/o ForeclosureLink, Inc.
4401 Hazel Ave, Ste 225
Fair Oaks, CA 95628
(916) 962-3453

Loan #: 0205125958
Title #: 4033005
TS #: fc21787-5

GUARDIAN NORTHWEST TITLE CO.

96732

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, Trustee will on 07/17/2009 at the hour of 10:00AM AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. VERNON, WA, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

A LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED PROPERTY: LOT 721, "SURVEY OF SHELTER BAY DIVISION 4, TRIBAL AND ALLOTTED LANDS OF SNOHOMISH INDIAN RESERVATION," ACCORDING TO THE SURVEY RECORDED JULY 8, 1970, IN VOLUME 48 OF OFFICIAL RECORDS, PAGES 627 THROUGH 631, UNDER AUDITOR'S FILE NO. 740962, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax ID No. 5100-004-721-0000(84718)

Commonly known as: 721 SHELTER BAY DRIVE, LA CONNER, WA 98257

which is subject to that certain Deed of Trust Recorded on 03/01/2007 AS AUDITOR'S NO. 200703010072, records of Skagit County, Washington, from DEBORAH L. MULLER, as Grantor(s), to FIRST AMERICAN TITLE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER, as Beneficiary, the beneficial interest of which was assigned to SUNTRUST MORTGAGE, INC., under an Assignment recorded under Auditor's File No. 200903130156

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 Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

Monthly Payment: 7 monthly payments of \$1,603.45 each; (10/01/2008 through 04/01/2009): \$11,224.15

Late Charges: Late Charges of \$61.45 for each monthly payment not made within 15 days of its due date: \$430.15

Account Deficit: \$41.25

TOTAL MONTHLY PAYMENTS, LATE CHARGES AND ACCOUNT DEFICIT:
\$11,695.55

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$218,500.00, together with interest as provided in the note or other instrument secured from 09/01/2008, 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on July 17, 2009. The default(s) referred to in paragraph III must be cured by July 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 on or before July 6, 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. The sale may be terminated any time after July 6, 2009 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance 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 Grantor or the Grantor's successor in interest at the following address(es):

721 SHELTER BAY DRIVE, LA CONNER, WA 98257

by both first class and certified mail on March 12, 2009, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on March 12, 2009, 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 the 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: 04/13/2009

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee
By: ForeclosureLink, Inc., as Agent

Lauren Meyer

Name: Lauren Meyer
Title: Senior Trustee Sale Officer

FIRST AMERICAN TITLE INSURANCE COMPANY
818 Stewart Street, Suite 800
Seattle, WA 98101

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On 04/13/2009 before me, Misty Montgomery, Notary Public, personally appeared Lauren Meyer, 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.

Misty Montgomery



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Skagit County Auditor