



200904230120
Skagit County Auditor

4/23/2009 Page

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AND WHEN RECORDED MAIL TO:

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

(818) 260-1600

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0589790104 APN: 48120000060000 (P120229) 3869180 TS No: WA-150731-C

GUARDIAN NORTHWEST TITLE CO.

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 7/24/2009, 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:

LOT 6, SPINNAKER COVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 2003, UNDER AUDITOR'S FILE NO. 200304100183, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Commonly known as:
5201 MARITIME COURT
ANACORTES, Washington 98221

which is subject to that certain Deed of Trust dated 11/23/2005, recorded 11/29/2005, under Auditor's File No. 200511290192, in Book , Page records of Skagit County, Washington, from JAMES L. BERLANDI AND KAREN L. BERLANDI, HUSBAND AND WIFE, as Grantor(s), to CHICAGO TITLE, as Trustee, to secure an obligation in favor of "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER GMAC MORTGAGE COPORATION, as Beneficiary, the beneficial interest in which was assigned by "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER GMAC MORTGAGE COPORATION 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.

Loan No: 0589790104

T.S. No.: WA-150731-C

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>
6/1/2008	6/30/2008	1	\$3,413.28	\$3,413.28
7/1/2008	4/22/2009	10	\$3,415.44	\$34,154.40

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
6/1/2008	6/30/2008	1	\$148.14
7/1/2008	4/22/2009	10	\$1,481.40

PROMISSORY NOTE INFORMATION

Note Dated:	11/23/2005
Note Amount:	\$468,750.00
Interest Paid To:	5/1/2008
Next Due Date:	6/1/2008

IV. The amount to cure defaulted payments as of the date of this notice is \$51,481.89. 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: \$498,191.45 (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 \$455,482.04, together with interest as provided in the Note from the 6/1/2008, 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 7/24/2009. The defaults referred to in Paragraph III must be cured by 7/13/2009, (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 7/13/2009 (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 7/13/2009 (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>
JAMES L. BERLANDI AND KAREN L. BERLANDI, HUSBAND AND WIFE	5201 MARITIME COURT ANACORTES, Washington 98221
JAMES L BERLANDI and KAREN L BERLANDI	5201 MARITIME COURT ANACORTES, WA 98221

by both first class and certified mail on 9/19/2008, 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: 4/22/2009

FIRST AMERICAN TITLE INSURANCE COMPANY
818 Stewart Street Ste 800 Seattle, WA 98101
Sale Line:: 714-730-2727


MARIA DE LA TORRE, ASSISTANT SECRETARY

State of California) ss.
County of Orange)

On 4/22/2009, before me, Laura A. Kennedy, a Notary personally appeared MARIA DE LA TORRE 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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