RECORDING REQUESTED BY Washington Mutual Bank, FA 7255 Baymeadows Way Jacksonville, FL 32256



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511:18AM

AND WHEN RECORDED MAIL TO: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101

CHICAGO TITLE CO.

620001971

Loan No: 5304428005

SPACE ABOVE THIS LINE FOR RECORDER'S USE

330432-3-013-0008

APN: 330432-3-001-0010 330432-3-012-0100 TS No: WA-09-264568-SH

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

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 7/31/2009, at 10:00 AM 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:

ABBREVIATED LEGAL: PTN E 1/2 SW 1/4, 32-33-4 E W.M.

AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Commonly known as:

19381 COUNTY LINE ROAD STANWOOD, WA 98292

*curistine

which is subject to that certain Deed of Trust dated 6/14/2007, recorded 6/26/2007, under Auditor's File No. 200706260009, in Book xxx, Page xxxrecords of SKAGIT County, Washington, from RICHARD PAUL LAROUCHE AND CHRSTINE RABE, HUSBAND AND WIFE, as Grantor(s), to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION to JPMorgan Chase Bank, National Association.

- 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: \$65,341.29

- The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$1,400,000.00,together with interest as provided in the Note from the 10/1/2008,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 7/31/2009. The defaults referred to in Paragraph III must be cured by 7/20/2009 (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 7/20/2009 (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 7/20/2009 (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>

RICHARD PAUL LAROUCHE AND CHRSTINE RABE, HUSBAND AND WIFE

ADDRESS 19381 COUNTY LINE ROAD STANWOOD, WA 98292

by both first class and certified mail on 3/21/2009, 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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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.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

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

DATED: 4/27/2009

Quality Loan Service Corp. of Washington, as Trustee

By: Hazel Garcia, Asst. Secretary

For Non-Sale, Payoff and Reinstatement info Quality Loan Service Corp of Washington 2141 Fifth Avenue San Diego, CA 92101 (619) 645-7711

Sale Line: 714-573-1965 or Login to: www.priorityposting.com

State of California)

For Service of Process on Trustee: Quality Loan Service Corp., of Washington 600 Winslow Way East, Suite 234 Bainbridge Island, WA 98110 (866) 645-7711

State of California) County of Şan Diego)

On 4/29/69 before me, D. E. Turner, a notary public, personally appeared Hazel Garcia, 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.

E. Turner

Signature _

(Seal)

D. E. TURNER
COMM. # 1830006
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. JAN. 9, 2013

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Order No.: 620001971

EXHIBIT 'A'

PARCEL A:

The Northeast Quarter of the Southwest Quarter in Section 32, Township 33 North, Range 4 East of the Willamette Meridian:

EXCEPT the following described tract:

Beginning at the Southeast comer of said Northeast Quarter of the Southwest Quarter; Thence West 20 feet, more or less, to the West line of the County road and the true point of beginning:

Thence North 165 feet;

Thence West 264 feet;

Thence South 165 feet;

Thence East 264 feet, to the true point of beginning;

AND EXCEPT roads.

Situated in Skagit County, Washington

PARCEL B:

The West 18 feet of the East Half of the Southeast Quarter of the Southwest Quarter in Section 32, Township 33 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington

continued.....

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Order No.: 620001971

EXHIBIT 'A' continued:

PARCEL C:

All that portion of the East Half of the Southeast Quarter of the Southwest Quarter of Section 32, Township 33 North, Range 4 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the Northeast corner of the West 18 feet of said East Half of the Southeast Quarter of the Southwest Quarter;

Thence South 88°54'00" East along the North line thereof for a distance of 226.94 feet; Thence South 2°34'59" West parallel with the East line of said East Half of the Southeast Quarter of the Southwest Quarter for a distance of 481.58 feet;

Thence North 89°01'47" West parallel with the South line of said East Half of the Southeast Quarter of the Southwest Quarter for a distance of 176.82 feet to the East line of the West 66 feet of said East Half of the Southeast Quarter of the Southwest Quarter;

Thence South 2°19'53" West along said East line for a distance of 852.28 feet to the South line of said East Half of the Southeast Quarter of the Southwest Quarter;

Thence North 89°01'47" West along said South line for a distance of 48.01 feet to the East line of the West 18 feet of said East Half of the Southeast Quarter of the Southwest Quarter; Thence North 2°19'53" East along said East line for a distance of 1,334.31 feet to the point of beginning:

EXCEPT the South 16.5 feet thereof, as conveyed to Skagit County for road purposes by deed dated March 7, 1912, and recorded March 18, 1912, in Volume 88 of Deeds, page 264, under Auditor's File No. 90410, records of Skagit County, Washington.

Situated in Skagit County, Washington

- END OF EXHIBIT 'A' -

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