

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CR Title Services Inc.
3500 188TH ST. SW #300
LYNWOOD WA 98037
714-730-2727



200906080156
Skagit County Auditor

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

ABBREVIATED LEGAL DESCRIPTION: Lt 49, Plat of Wilderness Village Div No 1

APN: P78233

CHICAGO TITLE CO.

TS No: T07-25828-WA

16642113

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 CHICAGO TITLE COMPANY OF WASHINGTON, LSI DIVISION will on **09-11-2009**, 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 49, "PLAT OF WILDERNESS VILLAGE DIV.NO.1," AS PER PLAT RECORDED IN VOLUME 10 OF PLATS, PAGES 48,49 AND 50, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly known as:
7563 SKAGIT VIEW DRIVE
CONCRETE, WA 98237

which is subject to that certain Deed of Trust dated 03-16-2004, recorded 04-06-2004, under Auditor's File No. 200404060097**, in Book , Page records of SKAGIT County, Washington, from JAMES O. BENSON AND RENEE A. BENSON, HUSBAND AND WIFE, as Grantor(s), to PLACER TITLE CO./NAT'L CLOSING SOLUTIONS, as Trustee, to secure an obligation in favor of AMERIQUEST MORTGAGE COMPANY, A CORPORATION, as Beneficiary, the beneficial interest in which was assigned by AMERIQUEST MORTGAGE COMPANY, A CORPORATION, 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>
11/01/2006	06/02/2009	32	\$1,604.54	\$51,345.28

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/01/2006	06/02/2009	31	\$2,915.24

PROMISSORY NOTE INFORMATION

Note Dated:	03-16-2004
Note Amount:	\$182,000.00
Interest Paid To:	10-01-2006
Next Due Date:	11-01-2006

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$177,360.49, together with interest as provided in the Note or other instrument from the 11-01-2006 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 09-11-2009. The defaults referred to in Paragraph III must be cured by 08-31-2009, (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 08-31-2009 (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 08-31-2009 (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 O. BENSON AND RENEE A. BENSON, HUSBAND AND WIFE	7563 SKAGIT VIEW DRIVE CONCRETE, WA 98237

JAMES O. BENSON AND RENEE A. BENSON, HUSBAND AND WIFE	7563 SKAGIT VIEW DRIVE CONCRETE, WA 98237
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by both first class and certified mail on 04-12-2007, 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 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.

FOR SALES INFORMATION, PLEASE CONTACT AGENCY SALES AND POSTING AT WWW.FIDELITYASAP.COM OR 714-730-2727

DATED: June 02, 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 877-576-0472

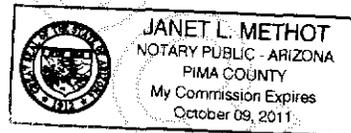
Kristen Lindner
Kristen Lindner, Trustee Sales Specialist

State of AZ) ss.
County of PIMA)

On June 02, 2009 before me, **Janet L. Methot** Notary Public, personally appeared Kristen Lindner, 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 Janet L. Methot (Seal)
Janet L. Methot 10/09/2011



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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Skagit County Auditor

NOTICE OF FORECLOSURE
Pursuant to the Revised Code of Washington,
Chapter 61.24 RCW

T.S. Number: T07-25828-WA

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to **Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities Inc., Asset Backed Pass-Through Certificates, Series 2004-R5 under the Pooling & Servicing Agreement dated as of June 1, 2004, Without Recourse.**, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on **09-11-2009**.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorney's fees as set forth below by **08-31-2009** (*11 days before the sale date*). To date, these arrears and costs are as follows:

	Current due to reinstate on: 06-02-2009	Estimated amount that will be due to reinstale on: 08-31-2009 (11 days before the date set for sale.)
Delinquent Monthly		
Payments from 11-01-2006		
In the amount of \$1,604.54	\$51,345.28	\$54,554.36
Late Charges in the total amount of:	\$2,915.24	\$3,197.36
 Advances:	 \$294.82	 \$294.82
Trustee's Fee:	\$607.50	\$607.50
Title Report:	\$830.00	\$830.00
Recording Fees:	\$105.00	\$105.00
Service/Posting of Notices:	\$100.00	\$100.00
Postage/Copying Expense:	\$270.00	\$270.00
Publication:		\$481.13
 TOTALS:	 \$56,467.84	 \$60,440.17

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

Description of Action Required to Cure and Documentation Necessary to Show Cure:

INSTALLMENT OF PRINCIPAL AND INTEREST PLUS IMPOUNDS AND / OR ADVANCES WHICH BECAME DUE ON 11/01/2006 PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, BALLOON PAYMENTS, PLUS IMPOUNDS AND/OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE.



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T.S. Number: T07-25828-WA

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the **08-31-2009** (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, or performance must be made to:

**CHICAGO TITLE COMPANY OF WASHINGTON, LSI DIVISION
3500 188TH ST. SW #300
LYNWOOD, WA98037**

AFTER 08-31-2009, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance **\$177,360.49** plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served upon the trustee at:

**FIRST AMERICAN TITLE INSURANCE COMPANY AS AGENT TO THE TRUSTEE:
C/O CR TITLE SERVICES INC.
818 Steward Street Suite 800
Seattle, WA 98901
PHONE:**

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold to satisfy the obligations secured by your Deed of Trust. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

DATED: June 02, 2009

CHICAGO TITLE COMPANY OF WASHINGTON, LSI DIVISION, BY CR TITLE SERVICES INC. AS AGENT TO THE TRUSTEE


Kristen Lindner, Trustee Sales Specialist

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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