


RECORDING REQUESTED BY  
Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, TX 77081

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

CHICAGO TITLE CO.

620004203

  
200907090071  
Skagit County Auditor  
7/9/2009 Page 1 of 4 11:50AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 100820620

APN: 40771370050203

TS No: WA-09-287234-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 10/9/2009, at 10:00 AM at the Main Entrance to the Skagit County Courthouse 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273 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 LT 1. BLK 137, FIRST ADD TO BURLINGTON**  
**PLEASE SEE ATTACHED EXHIBIT A FOR FULL LEGAL**

Commonly known as:  
**11312 NORTH SKAGIT STREET**  
**BURLINGTON, WA 98233**

which is subject to that certain Deed of Trust dated 1/3/2007, recorded 1/22/2007, under Auditor's File No. 200701220198, in Book xxx, Page xxx records of SKAGIT County, Washington, from **JUAN ORTIZ AND LUZ MARIA DAVILA-ORTIZ, HUSBAND AND WIFE**, as Grantor(s), to **CHICAGO TITLE INSURANCE**, as Trustee, to secure an obligation in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR NEW CENTURY MORTGAGE CORPORATION**, as Beneficiary.

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: **\$15,233.45**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$177,636.65**, 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 10/9/2009. The defaults referred to in Paragraph III must be cured by 9/28/2009 (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 9/28/2009 (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 9/28/2009 (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):

NAME

JUAN ORTIZ AND LUZ MARIA DAVILA-  
ORTIZ, HUSBAND AND WIFE

ADDRESS

11312 NORTH SKAGIT STREET  
BURLINGTON, WA 98233

by both first class and certified mail on 6/5/2009, 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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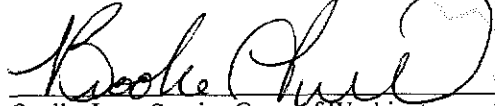
NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. 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.

**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.**

**If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.**

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

DATED: 7/7/2009



Quality Loan Service Corp. of Washington, as Trustee  
By: Brooke Frank, Assistant 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: 714-730-2727 or Login to:  
[www.fidelityasap.com](http://www.fidelityasap.com)

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

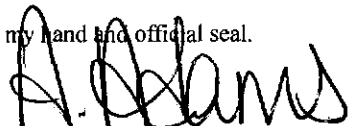
State of California)  
County of San Diego)

On 7/7/2009 before me, A. Adams, a notary public, personally appeared **Brooke Frank**, 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.

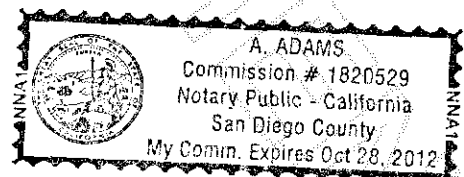
WITNESS my hand and official seal.

Signature



A. Adams

(Seal)



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**EXHIBIT 'A'**

That portion of Lot 1, Block 137, FIRST ADDITION TO BURLINGTON, according to the Plat thereof recorded in Volume 3 of Plats, Page 11, records of Skagit County, Washington, described as follows:

BEGINNING at the most Northerly corner of Lot 1 of said Block 137;  
Thence South  $00^{\circ}19'30''$  West along the East line of said Lot 1 a distance of 270.0 feet to the true point of beginning for this description;  
Thence South  $89^{\circ}34'30''$  West parallel with the South line of said Lot 1 a distance of 170.0 feet, more or less, to the Westerly line of said Lot 1;  
Thence Southwesterly along the said Westerly line of said Lot 1 a distance of 77.5 feet, more or less, to a point on the South line of the North 345.0 feet of said Lot 1;  
Thence North  $89^{\circ}34'30''$  East a distance of 89.5 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Elliott Johnson and Eileen Johnson, husband and wife, by Deed recorded under Auditor's File No. 664076, records of Skagit County, Washington;  
Thence North  $00^{\circ}19'30''$  East along the West line of said Johnson Tract a distance of 60.0 feet;  
Thence North  $89^{\circ}34'30''$  East along the North line of said Johnson Tract a distance of 100.0 feet to the West line of Skagit Street;  
Thence North  $00^{\circ}19'30''$  East along the West line of Skagit Street a distance of 15.0 feet to the true point of beginning.

Situated in Skagit County, Washington

- END OF EXHIBIT 'A' -



200907090071

Skagit County Auditor