

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY
17911 Von Karman Ave, Suite 275
Irvine, CA 92614



200908240114

Skagit County Auditor

8/24/2009 Page 1 of 4 3:06PM

CHICAGO TITLE CO.

③ 620004758

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 4001577164 APN: P74939

4141-000-020-0008

TS No: 09-04565-6

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

- I. NOTICE IS HEREBY GIVEN that on **December 4, 2009, 10:00 AM, At the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA**, Fidelity National Title Insurance Company, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' 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 20, NAYLOR'S CENTRAL ADDITION TO CLEAR LAKE, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF VACATED ALLEY AS VACATED IN ORDER VACATING COUNTY RIGHT-OF-WAY RECORDED NOVEMBER 7, 2003 UNDER AUDITOR'S FILE NO. 200311070105
SITUATED IN SKAGIT COUNTY, WASHINGTON

which is subject to that certain Deed of Trust dated **April 13, 2005**, recorded on **April 22, 2005**, as Instrument No. **200504220094** of Official Records in the office of the Recorder of **Skagit County, WA** from **KATHLEEN C. GIBSON, WHO ACQUIRED TITLE AS KATHLEEN C. DECATUR, AS HER SEPARATE ESTATE SINGLE** as Grantor(s), to **FIRST AMERICAN TITLE**, as Trustee, to secure an obligation in favor of **AMERIQUEST MORTGAGE COMPANY**, as Beneficiary.

More commonly known as **23527 WHITING STREET, CLEARLAKE, WA 98235**

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 Borrowers' 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:

IV. Failure to pay when due the following amounts which are now in arrears:

PAYMENT INFORMATION

From	To	Number of Payments	Monthly payment	Total
04/01/2009	12/04/2009	9	\$1,126.80	\$10,141.20

LATE CHARGE INFORMATION

04/01/2009	12/04/2009	9	\$57.70	\$519.30
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PROMISSORY NOTE INFORMATION

Note Dated: **April 13, 2005**
Note Amount: **\$112,500.00**
Interest Paid To: **March 1, 2009**
Next Due Date: **April 1, 2009**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$109,036.15, together with interest as provided in the Note from the April 1, 2009, 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 December 4, 2009. The defaults referred to in Paragraph III must be cured by November 23, 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 November 23, 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 November 23, 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

ADDRESS

KATHLEEN C DECATUC

23527 WHITING ST
CLEARLAKE, WA 98235

KATHLEEN C DECATUE

23527 WHITING ST
CLEARLAKE, WA 98235

23527 WHITING STREET
CLEARLAKE, WA 98235

KATHLEEN C. DECATUR

23527 WHITING ST
CLEARLAKE, WA 98235

KATHLEEN C. GIBSON

327 N. 4TH ST. APT# 6
MT. VERNON, WA 98273

23527 WHITING ST
CLEARLAKE, WA 98235

23527 WHITING STREET
CLEARLAKE, WA 98235

327 NORTH 4TH STREET APT# 6
MT VERNON, WA 98273

PO BOX 171
CLEARLAKE, WA 98235

by both first class and certified mail on July 15, 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.



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Skagit County Auditor

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 who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060;

DATED: August 21, 2009

FIDELITY NATIONAL TITLE INSURANCE COMPANY
17911 Von Karman Ave, Suite 275
Irvine, CA 92614
Phone No: 949-622-5730

Javier Vasquez, Jr., Authorized Signature

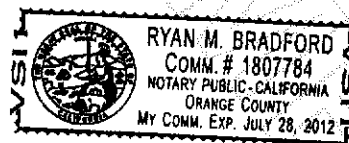
STATE OF CALIFORNIA:
COUNTY OF ORANGE :

On **August 21, 2009** before me, **Ryan M. Bradford**, the undersigned, a Notary Public in and for said county, personally appeared **Javier Vasquez, Jr.** 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.

Ryan M. Bradford # 1807784
My Commission Expires 7/28/2012



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Re: TS#: 09-04565-6

RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE

The foreclosure process has begun on this property, which may affect your right to continue to live in this property.

Ninety days or more after the date of this notice, this property may be sold at foreclosure.

If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property.

You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have."



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