



200910020158

Skagit County Auditor

10/2/2009 Page 1 of 6 3:37PM

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

**MAX DEFAULT SERVICES CORPORATION
43180 BUSINESS PARK DRIVE, SUITE 100
TEMECULA, CA 92590**

Trustee Sale No. 7091698 Title No. 4239466 Space above for Recorder's use only
Parcel No. 4506-000-001-0000

**GUARDIAN NORTHWEST TITLE CO.
NOTICE OF TRUSTEE'S SALE**

95195

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Max Default Services Corporation, will on 1/4/2010, at the hour of 10:00 A.M., at the **Main Entrance to the Skagit County Courthouse at 3rd & Kincaid St., 205 W. Kincaid Street**, in the City of **Mount Vernon**, State of **Washington**, sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County of **Skagit**, State of Washington to-wit:

Lot 1, Homeplace, according to the plat thereof, recorded in Volume 14 of Plats, Pages 67 and 68, records of Skagit County, Washington. Situated in Skagit County, Washington

Commonly known as: **901 South 21st Place, Mount Vernon, WA 98274**, which is subject to that certain Deed of Trust dated 7/26/2006, recorded 7/31/2006, under Auditor's File No. **200607310254**, records of **Skagit County, Washington**, from **Consuelo Guandique and Jose Guandique, Wife and Husband**, as Grantor, to **First American Title Company** as Trustee, to secure an obligation in favor of **Mortgage Electronic Registration Systems, Inc.** as Beneficiary.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "A" attached

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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.

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 **\$8,180.91**; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of **\$183,014.04**, together with interest as provided in the note or other instrument secured from **4/1/2009**, 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. The sale will be made without any warranty, express or implied regarding title, possession or encumbrances on **1/4/2010**. The default(s) referred to in paragraph III, must be cured by **12/25/2009** (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 **12/25/2009** (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and Trustee's Fees and costs are paid. The sale may be terminated any time after **12/25/2009** (11 days before the sale date), and before the date of sale, by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.



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VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:
See Exhibit "A" attached

By both first class and certified mail, return receipt on 8/24/2009 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served 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 on 8/24/2009, 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 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 objection to the 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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X.

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.

Date: 9/26/2009

Max Default Services Corporation
3720 E 18th Street, #205
Vancouver, WA 98661
(877) 914-3498

Signature

Kevin A Durham
Kevin A Durham, Vice President

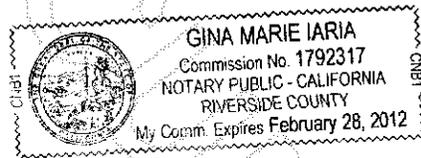
State of California }SS
County of Riverside

On September 26th, 2009 before me, the undersigned, a Notary Public in and for said state, personally appeared Kevin A Durham who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person 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

Gina Marie Iaria
Notary Public



(This area for Official Notary Seal)



TS #7091698

EXHIBIT "A"

**Consuelo Guandique
901 South 21st Place
Mount Vernon, WA 98274**

**Jose Guandique
901 South 21st Place
Mount Vernon, WA 98274**

**Occupant
901 South 21st Place
Mount Vernon, WA 98274**

**Consuelo Guandique
PO Box 1792
Mount Vernon, WA 98273**

**Jose Guandique
PO Box 1792
Mount Vernon, WA 98273**



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NOTICE TO TENANT

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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