

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

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



200911130064  
Skagit County Auditor

11/13/2009 Page 1 of 3 11:32AM

Chicago Title Co. 620004756  
APN: 35051840140307

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: WA-09-294785-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 2/12/2010, at 10:00:00 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:

**LOT 2, SKAGIT COUNTY SHORT PLAT NO. 90-58, APPROVED OCTOBER 16, 1990, AND RECORDED OCTOBER 18, 1990, IN VOLUME 9 OF SHORT PLATS, PAGE 272, UNDER AUDITOR'S FILE NO. 9010180005, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN. SITUATED IN SKAGIT COUNTY, WASHINGTON.**

Commonly known as:  
8612 FRUITDALE RD NOW KNOW AS  
968 FRUITDALE RD  
SEDRO WOOLLEY, WA 98284

which is subject to that certain Deed of Trust dated 3/23/2006, recorded 3/29/2006, under Auditor's File No. 200603290120, in Book xxx, Page xxx records of SKAGIT County, Washington, from PETER J. KELLY, AN UNMARRIED INDIVIDUAL, as Grantor(s), to CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION, as Trustee, to secure an obligation in favor of JPMorgan Chase Bank, National Association fka WASHINGTON MUTUAL BANK, A WASHINGTON 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: \$5,387.38

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$109,033.91, together with interest as provided in the Note from the 3/1/2009, and such other costs and fees as are provided by statute.

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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 2/12/2010. The defaults referred to in Paragraph III must be cured by 2/1/2010 (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 2/1/2010 (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 2/1/2010 (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>
PETER J KELLY, AN UNMARRIED INDIVIDUAL	8612 FRUITDALE RD NOW KNOW AS 968 FRUITDALE RD SEDRO WOOLLEY, WA 98284

by both first class and certified mail on 7/6/2009, 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.

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

**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



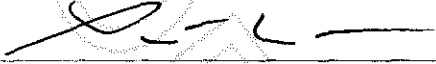
200911130064

Skagit County Auditor

THAT PURPOSE.

T.S. No.: WA-09-294785-SH

DATED: 11/11/2009



Quality Loan Service Corp. of Washington, as Trustee  
By: Seth Ott, Asst. Secretary

For Non-Sale, Payoff and Reinstatement info  
Quality Loan Service Corp of Washington  
2141 Fifth Avenue  
San Diego, CA 92101  
(866) 925-7490  
Sale Line: 714-573-1965 or Login to:  
[www.priorityposting.com](http://www.priorityposting.com)

For Service of Process on Trustee:  
Quality Loan Service Corp., of Washington  
19735 10<sup>th</sup> Avenue NE  
Suite N-200  
Poulsbo, WA 98370  
(866) 925-7490

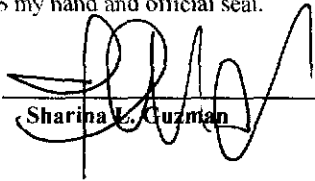
State of California)  
County of San Diego)

On 11/11/2009 before me, **Sharina L. Guzman**, a notary public, personally appeared **Seth Ott**, 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



Sharina L. Guzman

(Seal)



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