



200911190059

Skagit County Auditor

11/19/2009 Page

1 of

5 3:04PM

After recording, return to:  
BAC Home Loans Servicing, LP  
400 COUNTRYWIDE WAY SV-35  
SIMI VALLEY, CA 93065

File No. 2009-98686

*Chicago Title Co. 620004810*

**Notice of Trustee's Sale**

Pursuant To the Revised Code of Washington 61.24, et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee on February 19, 2010 at 10:00 AM  
Inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street, Mount Vernon,  
State of Washington, (subject to any conditions imposed by the trustee to protect the lender and  
borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the  
following described real property, situated in the county(ies) of Skagit, State of Washington:

Tax Parcel ID no.: 4791-000-029-0000

LOT 29, JASMINE PLACE, AS PER PLAT RECORDED ON FEBRUARY 28, 2002 UNDER  
AUDITOR'S FILE NO. 200202280026, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT STATE OF WASHINGTON  
Commonly Known as: 2303 EARL COURT , Mount Vernon, WA 982733677

which is subject to that certain Deed of Trust dated 09/15/2006, recorded on 09/27/2006, under  
Auditor's File No. 200609270183 and Deed of Trust re-recorded on \_\_\_\_, under Auditor's File No.  
\_\_\_\_, records of Skagit County, Washington from RENE NUNEZ, AN UNMARRIED MAN, AS HIS  
SEPARATE PROPERTY, as grantor, to LAND TITLE, as Trustee, to secure an obligation in favor  
of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as beneficiary, the beneficial  
interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
to BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING, under  
an Assignment/Successive Assignments recorded under Auditor's File No. 200910190113.

**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 Grantor's or Borrower's default on the obligation  
secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

<b>A. Monthly Payments</b>	<b>\$8,652.08</b>
<b>B. Late Charges</b>	<b>\$131.21</b>
<b>C. Beneficiary Advances</b>	<b>\$194.00</b>
<b>D. Suspense Balance</b>	<b>(\$0.00)</b>
<b>E. Other Fees</b>	<b>\$0.00</b>
<b>Total Arrears</b>	<b><u>\$8,977.29</u></b>
<b>F. Trustee's Expenses</b>	
<b>(Itemization)</b>	
Trustee's Fee	\$337.50
Title Report	\$848.29
Statutory Mailings	\$10.98
Recording Fees	\$88.00
Publication	\$750.00
Posting	\$200.00
<b>Total Costs</b>	<b><u>\$2,234.77</u></b>
<b>Total Amount Due:</b>	<b><u>\$11,212.06</u></b>

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults, which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

**OTHER DEFAULT**

**ACTION NECESSARY TO CURE**

Nonpayment of Taxes/Assessments

Deliver to Trustee written proof that all taxes and assessments against the property are paid current.

Default under any senior lien

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.

Failure to insure property against hazard

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.

Waste

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.

Unauthorized sale of property (Due on Sale) Revert title to permitted vestee.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$163,903.20, together with interest as provided in the note or other instrument secured from 04/01/2009 and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



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**V.**

The above-described real property will be sold to satisfy the expense of the sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on 02/19/2010. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 02/08/2010 (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 the close of the Trustee's business on 02/08/2010 (11 days before the sale date), the defaults(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 02/08/2010 (11 days before the sale date), and before the sale by the Borrower, Grantor, and Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of 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.

**VI**

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the address(es) enclosed: ( See Attachment to section vi ).

by both first class and either certified mail, return receipt requested, or registered mail on 07/15/2009, proof of which is in the possession of the Trustee; and on 07/15/2009 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of such service or posting.

**VII.**

The Trustee whose name and address is set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's 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 right, title and interest in the above-described property.

**IX.**

Anyone having any objections 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.

**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 Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060 and/or any applicable Federal Law.



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DATED: August 15, 2009

RECONTRUST COMPANY, N.A.

By: *Cheryl Lee*  
CHERYL LEE

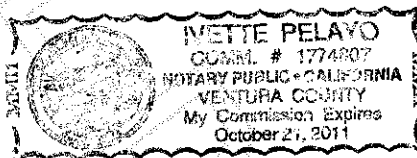
Its: Assistant Secretary

State of: California

County of: Ventura

On 11-17-2009 before me Ivette Pelayo, notary public,  
personally appeared CHERYL LEE, 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 within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/thier  
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.



RECONTRUST COMPANY, N.A.

P.O. Box 10284

Van Nuys, CA 91410-0284

Phone: (800) 281-8219

Agent for service of process:

CT Corporation System

1801 West Bay Drive NW, Ste 206

Olympia, WA 98502

Phone: (360) 357-6794

Client: BAC Home Loans Servicing, LP

File No. 2009-98686

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE  
ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE  
WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF  
THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE  
DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE  
DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN  
YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS  
OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN  
30 DAYS.



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**Attachment to section VI:**

**RENE NUNEZ**

11338 N Skagit St

Burlington, WA 98233

**RENE NUNEZ**

2303 EARL COURT

Mount Vernon, WA 98273-3677



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