



201001290052

Skagit County Auditor

1/29/2010 Page 1 of 4 1:20PM

AND WHEN RECORDED MAIL TO:

Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

(818) 260-1600

CHICAGO TITLE CO.

620004318

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: **0472781988** APN: 340426-2-008-0004 / P27892

TS No: **WA-181415-C**

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

I. NOTICE IS HEREBY GIVEN that LSI Title Agency, Inc fdba Chicago Title Insurance Company (LSI Division), the undersigned Trustee will on **4/30/2010, at 10:00 AM at The main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, Washington** 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:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

PTN SE NW AND SW NE 26-34-04

Commonly known as:  
16411 MOUNTAIN VIEW ROAD  
MOUNT VERNON, WA 98274

which is subject to that certain Deed of Trust dated 2/21/2007, recorded 3/8/2007, under Auditor's File No. 200703080056, in Book , Page records of Skagit County, Washington, from KEVIN W. GILBERT, as Grantor(s), to FIDELITY NATIONAL TITLE, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) A LIMITED LIABILITY COMPANY, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) A LIMITED LIABILITY COMPANY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC..

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.

Loan No: 0472781988

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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:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
1/1/2009	11/30/2009	11	\$928.25	\$10,210.75
12/1/2009	1/27/2010	2	\$1,438.88	\$2,877.76

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
1/1/2009	11/30/2009	11	\$449.35
12/1/2009	1/27/2010	2	\$81.70

**PROMISSORY NOTE INFORMATION**

Note Dated:	2/21/2007
Note Amount:	\$140,000.00
Interest Paid To:	12/1/2008
Next Due Date:	1/1/2009

IV. The amount to cure defaulted payments as of the date of this notice is \$20,316.77. Payments and late charges may continue to accrue and additional advances to your loan may be made, it is necessary to contact the beneficiary prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay.

As of the dated date of this document the required amount to payoff the obligation secured by the Deed of Trust is: \$153,078.57 (note: due to interest, late charges and other charges that may vary after the date of this notice, the amount due for actual loan payoff may be greater).

The principal sum of \$136,778.87, together with interest as provided in the Note from the 1/1/2009, 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 4/30/2010. The defaults referred to in Paragraph III must be cured by 4/19/2010, (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 4/19/2010 (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 4/19/2010 (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):

NAME  
KEVIN W. GILBERT

ADDRESS  
16411 MOUNTAIN VIEW ROAD  
MOUNT VERNON, WA 98274

KEVIN W. GILBERT

16411 MOUNTAIN VIEW ROAD  
MOUNT VERNON, WA 98274-0000

by both first class and certified mail on 6/16/2009, 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.



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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 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 you are a tenant or subtenant in possession of the property that was purchased, pursuant to section 4 of this act, the purchaser at the trustee's sale may either give you a new rental agreement OR give you a written notice to vacate the property in sixty days or more before the end of the monthly rental period.

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

DATED: 1/27/2010

LSI Title Agency, Inc fdba Chicago Title Insurance Company (LSI Division)  
1111 Main St., #200  
Vancouver, WA 98660  
Sale Line: 714-730-2727

  
**Gina Avila**  
**Authorized Signatory**

State of California ) ss.  
County of Los Angeles)

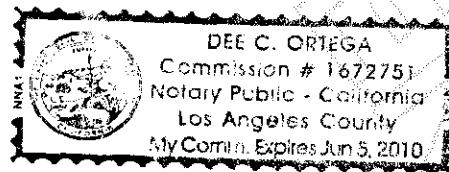
On 1/27/2010, before me, **Dee C. Ortega**, a Notary personally appeared **Gina Avila** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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: 

**Dee C. Ortega**



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Order No.: 620004318

**EXHIBIT 'A'**

That portion of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter and of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter, Section 26, Township 34 North, Range 4 East of the Willamette Meridian, lying Northerly of the county road;

EXCEPT the West 20 feet conveyed to Skagit County for road;

AND EXCEPT that portion of said Southwest Quarter of the Southwest Quarter of the Northeast Quarter lying Easterly of a line drawn parallel with and 300 feet West of the East line thereof.

Situated in Skagit County, Washington

**- END OF EXHIBIT 'A' -**



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