



201002110033

Skagit County Auditor

2/11/2010 Page

1 of

4 10:16AM

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.

620008024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0602323367 APN: P118108 / 4042-005-005-0000

TS No: WA-236132-F

**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., the undersigned Trustee will on **5/14/2010, 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:

Ptn. Lts. 4-6, Blk. 5, Alger

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF FOR COMPLETE LEGAL

Commonly known as:  
1625 OLD HIGHWAY 99 NORTH ROAD  
BELLINGHAM, WA 98229

which is subject to that certain Deed of Trust dated 4/28/2009, recorded 5/5/2009, under Auditor's File No. 200905050067, in Book , Page records of Skagit County, Washington, from DIANA M. DAVIS AND HAROLD J. MILLER, WIFE AND HUSBAND, as Grantor(s), to GUARDIAN NORTHWEST TITLE & ESCROW, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MANN MORTGAGE, LLC DBA SKAGIT VALLEY MORTGAGE, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MANN MORTGAGE, LLC DBA SKAGIT VALLEY MORTGAGE to GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION.

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.

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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>
9/1/2009	2/9/2010	6	\$2,700.09	\$16,200.54

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
9/1/2009	2/9/2010	5	\$540.00

**PROMISSORY NOTE INFORMATION**

Note Dated:	4/28/2009
Note Amount:	\$380,290.00
Interest Paid To:	8/1/2009
Next Due Date:	9/1/2009

IV. The amount to cure defaulted payments as of the date of this notice is \$21,512.71. 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: \$395,313.77 (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 \$379,035.53, together with interest as provided in the Note from the 9/1/2009, 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 5/14/2010. The defaults referred to in Paragraph III must be cured by 5/3/2010, (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 5/3/2010 (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 5/3/2010 (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  
DIANA M. DAVIS AND HAROLD J. MILLER,  
WIFE AND HUSBAND

ADDRESS  
1625 OLD HIGHWAY 99 NORTH ROAD  
BELLINGHAM, WA 98229

DIANA M. DAVIS AND HAROLD J MILLER

11626 ADMIRALTY WAY UNIT B  
EVERETT, WA 98204-5958

by both first class and certified mail on 1/8/2010, 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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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.

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

DATED: 2/9/2010

LSI Title Agency, Inc.  
1111 Main St., #200  
Vancouver, WA 98660  
Sale Line:: 714-730-2727

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

State of California ) ss.  
County of Los Angeles)

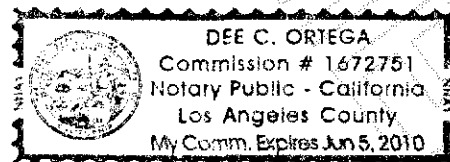
On 2/9/2010, before me, Dee C. Ortega, a Notary personally appeared Gina Avila who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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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**EXHIBIT 'A'**

PARCEL A:

That portion of Lots 4, 5 and 6, Block 5, PLAT OF ALGER, SKAGIT COUNTY WASHINGTON, according to the plat thereof recorded in Volume 4 of Plats, page 9, records of Skagit County, Washington, described as follows:

Beginning at the intersection of the North line of said Lot 6 and the Northeasterly right of way line of Old Highway 99 as shown on Survey recorded in Volume 19 of Surveys, page 190, under Skagit County Auditor's File No. 9710150048, records of Skagit County, Washington;  
Thence South  $35^{\circ}55'58''$  East along said right of way, a distance of 34.80 feet;  
Thence North  $89^{\circ}04'51''$  East parallel with the North line of said Lot 6, a distance of 195.62 feet;  
Thence South  $36^{\circ}40'43''$  East, a distance of 80.64 feet;  
Thence South  $22^{\circ}49'40''$  East, a distance of 163.00 feet to the South line of the property shown on said Survey;  
Thence North  $88^{\circ}54'18''$  East along said South line, a distance of 185.64 feet;  
Thence North  $35^{\circ}55'59''$  West, a distance of 298.65 feet to the North line of said Lot 6;  
Thence South  $89^{\circ}04'51''$  West along said North line, a distance of 337.81 feet to the point of beginning of this description.

(Also known as Lot 5 of a Survey recorded July 24, 2002, under Auditor's File No. 200207240001, records of Skagit County, Washington).

Situated in Skagit County, Washington.

PARCEL B:

A non-exclusive easement for ingress, egress and utilities as delineated on the face of a survey recorded July 24, 2002, under Auditor's File No. 200207240001, records of Skagit County, Washington.

Situated in Skagit County, Washington.

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



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