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Skagit County Auditor

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

CHICAGO TITLE CO.
620004812

File No. 2009-98691

Notice of Trustee's Sale

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee, RECONTRUST COMPANY, N.A. on June 25, 2010 at 10:00 AM At the Main Entrance to the Skagit County Courthouse 3rd & Kincaid St. located at 205 W. Kincaid St., Mount Vernon, WA 98273, 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.: 4754-000-008-0000

LOT 8, AMENDED PLAT OF RED HAWK ESTATES RECORDED JULY 26, 2005, UNDER AUDITOR'S FILE NO 200507260199, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN THE SKAGIT COUNTY, WASHINGTON

Commonly Known as: 17292 RED HAWK CT # 8 , MOUNT VERNON, WA 982747753

which is subject to that certain Deed of Trust dated 02/01/2007, recorded on 02/01/2007, under Auditor's File No. 200702010050 and Deed of Trust re-recorded on ___, under Auditor's File No. ___, records of Skagit County, Washington from JOYCE HERITAGE, AN UNMARRIED WOMAN, AND SUSIE HERITAGE, AN UNMARRIED WOMAN, as grantor, to LS TITLE OF WASHINGTON, 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 The Bank of New York mellon fka the Bank of New York certificates, series 2007-5cb, under an Assignment/Successive Assignments recorded under Auditor's File No. 201003120061.

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:

| | |
|--------------------------------|---------------------------|
| A. Monthly Payments | \$55,859.76 |
| B. Late Charges | \$391.56 |
| C. Beneficiary Advances | \$279.50 |
| D. Suspense Balance | (\$.00) |
| E. Other Fees | \$0.00 |
| Total Arrears | <u>\$56,530.82</u> |
| F. Trustee's Expenses | |
| (Itemization) | |
| Trustee's Fee | \$540.00 |
| Title Report | \$1,300.56 |
| Statutory Mailings | \$21.96 |
| Recording Fees | \$66.00 |
| Publication | \$750.00 |
| Posting | \$200.00 |
| Total Costs | <u>\$2,878.52</u> |
| Total Amount Due: | <u>\$59,409.34</u> |

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 \$358,826.42, together with interest as provided in the note or other instrument secured from 10/01/2008 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 06/25/2010. 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 06/14/2010 (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 06/14/2010 (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 06/14/2010 (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 07/14/2009, proof of which is in the possession of the Trustee; and on 07/16/2009 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 16, 2009

RECONTRUST COMPANY, N.A.

By: 

Its: Assistant Secretary

State of: California

County of: Ventura

On MAR 24 2010 before me Ivette Pelayo, notary public,
personally appeared G. Hernandez, 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. 2009-98691

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:

JOYCE HERITAGE

PO Box 1817

Mount Vernon, WA 98273

SUSIE HERITAGE

PO Box 1817

Mount Vernon, WA 98273

JOYCE HERITAGE

17292 RED HAWK CT # 8

MOUNT VERNON, WA 98274-7753

SUSIE HERITAGE

17292 RED HAWK CT # 8

MOUNT VERNON, WA 98274-7753



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