

Skagit County Auditor

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FILED FOR RECORD AT REQUEST OF:

Mortgage Lender Services, Inc. 4401 Hazel Ave, Ste 225 Fair Oaks, CA 95628 (916) 962-3453

GUARDIAN NORTHWEST TITLE CO.

99519

TS# fc25671-5w Loan #0202211868 Title # 4431183

NOTICE OF TRUSTEE'S SALE PURSUANT TO RCW CHAPTER 61.24 ET.SEQ.

APN# 5100-003-515-0000 \$128873

TO: Occupants

Resident of property subject to foreclosure sale, 515 KLOSHE WAY,

LACONNER, WA 98257

LIZZ E. EWING, [grantor, other juniors]

NOTICE to resident of property subject to foreclosure sale pursuant to chapter 61.24 RCW: The foreclosure process has begun on this property, which may affect your right to continue to live in this property. Ninety days or more after the date of this notice, this property may be sold at foreclosure. If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property. You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee MORTGAGE LENDER SERVICES, INC., will on <u>09/24/2010</u> at the hour of <u>10:00AM</u> AT THE KINCAID ST. ENTRY TO THE SKAGIT COUNTY COURTHOUSE, MT. VERNON, WA, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of <u>Skagit</u>, State of Washington, to-wit:

A LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED TRACT: LOT 515, "SURVEY OF SHELTER BAY DIV. 3. TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION, AS RECORDED IN VOLUME 43 OF OFFICIAL."

RECORDS, PAGES 839 TO 842. INCLUSIVE UNDER AUCUTORS THE NO. 137014

AMENDMENT THERETO RECORDED IN VOLUME 66 OF OFFICIAL
RECORDS. PAGE 462, UNDER AUDITOR'S FILE NO. 153 131 SITUATE IN THE
COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID No. 5100-003-515-0000

Commonly known as: 515 KLOSHE WAY, LACONNER, WA 98257

which is subject to that certain Deed of Trust recorded on 08/17/2005 AS AUDITOR'S NO. 200508170054, records of Skagit County, Washington, from LIZZ E. EWING, as Grantor(s), to LAND TITLE OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER, as Beneficiary, the beneficial interest of which was assigned to U.S. BANK, NATIONAL ASSOCIATON, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO WACHOVIA BANK, N.A. AS TRUSTEE OF BAFC SALT 2005-1F, under an Assignment recorded under Auditor's File No. 201005100011

- 2. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's default on the obligation secured by the Deed of Trust.
- 3. The default(s) for which this foreclosure is made is/are as follows:

Monthly Payment: 5 monthly payments of \$959.63 each; (02/01/2010 through 06/01/2010): \$4,798.15

Late Charges: Late Charges of \$41.18 for each monthly payment not made within 15 days of its due date: \$205.90

Account Deficit: \$19.75

TOTAL MONTHLY PAYMENTS, LATE CHARGES AND ACCOUNT DEFICIT: \$5,023.80

4. The sum owing on the obligation secured by the Deed of Trust is: Principal of \$124,665.44, together with interest as provided in the note or other instrument secured from 01/01/2010, 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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- 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on 09/24/2010. The default(s) referred to in paragraph III must be cured by 09/13/2010 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before 09/13/2010 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 09/13/2010 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire 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, and curing all other defaults.
- A written notice of default was transmitted by the Beneficiary or Trustee to the 6. Grantor or the Grantor's successor in interest at the following address(es):

515 Kloshe Way, LaConner, WA 98257

by both first class and certified mail on 05/10/10, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on 05/07/10, 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.

- The Trustee whose name and address are set forth below will provide in writing 7. to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.
- The effect of the sale will be to deprive the Grantor and all those who hold by, 8. through or under the Grantor, of all their interest in the above-described property.
- Anyone having any objections to the sale on any grounds whatsoever will be 9. 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.
- 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 and tenants. After the 20th 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.

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THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. For Trustee Sale information please call (925) 603-7342.

Dated: 06/15/10

Mortgage Lender Services, Inc., as Trustee

Name/Lauren Meyer

Title: Senior Trustee Sale Officer

Mortgage Lender Services, Inc. 201 W North River Dr., #500 Spokane, WA 99201-2266 (877) 234-5465

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On 06/15/10 before me, Kimberli L. Sinerius, Notary Public, personally appeared Lauren Meyer, 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.

KIMBERLI L. SINERIUS
COMM. # 1861019
HOTARY PUBLIC: CALIFORNIA
SACRAMENTO CONNY
MY COMM. Exp. Aug. 13, 2013

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FEDERAL FAIR DEBT COLLECTION PRACTICES ACT

This is an attempt to collect a debt and any information obtained will be used for that purpose. If you are the person who signed the Note/Loan Agreement referred to in the Trust Deed, you owe the beneficiary the amount stated in the attached Notice of Default.

If you are the person who signed the Note/Loan Agreement referred to in the Trust Deed, you are hereby notified that unless you notify this office in writing within thirty (30) days after the receipt of this notice that the validity of this debt, or any portion of it, is disputed, we will assume it to be valid. If you send us written notice that you dispute this debt, or any portion thereof, within 30 days after receipt of this notice, we will obtain verification of the debt, or a copy of the judgment against you, and send you a copy of the verification of judgment. Also, upon your written request within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor if different from the creditor listed above.

Written requests should be addressed to:

U.S. BANK, NATIONAL ASSOCIATON, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO WACHOVIA BANK, N.A. AS TRUSTEE OF BAFC SALT 2005-1F c/o Mortgage Lender Services, Inc.

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