



201011030115
Skagit County Auditor

11/3/2010 Page 1 of 3 3:03PM

RECORDING REQUESTED BY
Aurora Loan Services LLC
10350 Park Meadows Dr.
Littleton, CO 80124

AND WHEN RECORDED MAIL TO:
Quality Loan Service Corp. of Washington
c/o Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 4098-001-008-0005
TS No: WA-10-385499-SH

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

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 2/4/2011, 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 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:

LOT 7 AND 8, BLOCK 1, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. NOTE FOR INFORMATIONAL PURPOSES ONLY: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT. LOTS 7 AND 8 BLOCK 1 TOWN OF CONWAY

Commonly known as:
**21025 2ND ST
CONWAY, WA 98238**

which is subject to that certain Deed of Trust dated 9/23/2005, recorded 10/3/2005, under Auditor's File No. 200510030086, in Book xxx, Page xxx, records of SKAGIT County, Washington, from SHEILA L. HERBST, AS HER SEPARATE PROPERTY, as Grantor(s), to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR STONECREEK FUNDING CORPORATION A COLORADO CORPORATION, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR STONECREEK FUNDING CORPORATION A COLORADO CORPORATION to Aurora Loan Services, LLC.

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.

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: **\$9,428.26**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$151,564.17**, together with interest as provided in the Note from the **4/1/2010**, 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 **2/4/2011**. The defaults referred to in Paragraph III must be cured by **1/24/2011** (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 **1/24/2011** (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 cashiers or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **1/24/2011** (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):

<u>NAME</u>	<u>ADDRESS</u>
SHEILA L. HERBST , AS HER SEPARATE PROPERTY	21025 2ND ST CONWAY, WA 98238

by both first class and certified mail on **9/8/2010**, 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.

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 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.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder



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shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

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

T.S. No.: WA-10-385499-SH

Dated: 10/29/2010

Quality Loan Service Corp. of Washington, as Trustee

By: Brooke Frank, Assistant Secretary

For Non-Sale, Payoff and Reinstatement info
Quality Loan Service Corp of Washington
2141 Fifth Avenue.
San Diego, CA 92101
(866) 645-7711
Sale Line: 714-730-2727 or Login to:
www.fidelityasap.com

For Service of Process on Trustee:
Quality Loan Service Corp., of Washington
19735 10th Avenue NE
Suite N-200
Poulsbo, WA 98370
(866) 645-7711

State of: California
County of: San Diego

On 10-29-10 before me, **B. Perez**, a notary public, personally appeared Brooke Frank, 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 B. Perez
B. Perez

