



201012300131

Skagit County Auditor

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AND WHEN RECORDED MAIL TO:

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

(818) 260-1600

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: **0470412537** APN: P21677 / 34031300130007

TS No: **WA-254353-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., the undersigned Trustee will on **4/1/2011, 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 GL 2, 13-34-3 E W.M.

Commonly known as:  
17098 BENNETT ROAD  
MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust dated 8/30/2006, recorded 8/31/2006, under Auditor's File No. 200608310186, in Book , Page records of Skagit County, Washington, from BENJAMIN BARNES AND JENNIFER CHAMBERLIN-BARNES, HUSBAND AND WIFE, as Grantor(s), to LAND TITLE, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC., as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC. 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>
11/1/2009	6/30/2010	8	\$2,422.98	\$19,383.84
7/1/2010	12/28/2010	6	\$2,420.58	\$14,523.48

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/1/2009	6/30/2010	8	\$754.40
7/1/2010	12/28/2010	6	\$565.80

**PROMISSORY NOTE INFORMATION**

Note Dated: 8/30/2006  
 Note Amount: \$279,960.00  
 Interest Paid To: 10/1/2009  
 Next Due Date: 11/1/2009

IV. The amount to cure defaulted payments as of the date of this notice is \$46,631.97. 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: \$307,338.33 (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 \$270,726.69, together with interest as provided in the Note from the 11/1/2009, 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 4/1/2011. The defaults referred to in Paragraph III must be cured by 3/21/2011, (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 3/21/2011 (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 cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 3/21/2011 (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>
BENJAMIN BARNES AND JENNIFER CHAMBERLIN-BARNES, HUSBAND AND WIFE	17098 BENNETT ROAD MOUNT VERNON, WA 98273

JENNIFER CHAMBERLIN-BARNES	17098 BENNETT ROAD MOUNT VERNON, WA 98273
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by both first class and certified mail on 8/17/2010, 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



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above, and the Trustee has possession of proof of such service or posting.

UNOFFICIAL DOCUMENT



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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: 12/28/2010

LSI Title Agency, Inc.  
13920 SE Eastgate Way, Ste. 115  
Bellevue, WA 98005  
Sales Line:: 714-730-2727

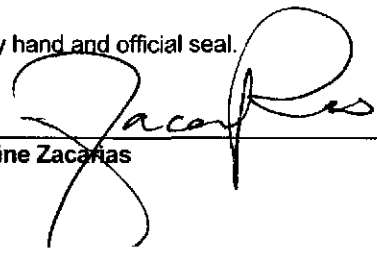
  
\_\_\_\_\_  
**Karen Balsano**  
**Authorized Signatory**

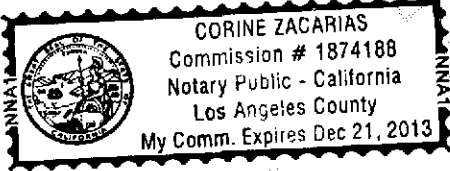
State of California ) ss.  
County of Los Angeles)

On Dec 28, 2010, before me, **Corine Zacarias**, a Notary personally appeared **Karen Balsano** 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:   
\_\_\_\_\_  
**Corine Zacarias**



**EXHIBIT A**

**REF.: WA-254353-C**

THAT PORTION OF GOVERNMENT LOT 2, SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 523.6 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 13;  
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION, A DISTANCE OF 26 RODS;  
THENCE EAST TO THE WESTERLY LINE OF A TRACT CONVEYED TO DIKING DISTRICT NO. 12 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 162954, IN VOLUME 128 OF DEEDS, PAGE 597, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID DIKE TRACT TO THE NORTH LINE OF SAID GOVERNMENT LOT 2;  
THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPT BENNETT ROAD ALONG THE NORTH LINE THEREOF.

TOGETHER WITH THAT PORTION OF SAID GOVERNMENT LOT 2, IF ANY, LYING BETWEEN THE WEST LINE OF A TRACT CONVEYED TO LESTER THOMAS BY DEED RECORDED AUGUST 15, 1938, IN VOLUME 2 OF TAX DEEDS, PAGE 113, AND THE WEST LINE OF THE SOUTH 13 RODS OF THE MAIN TRACT ABOVE DESCRIBED.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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