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When recorded, mail to:

ASSET FORECLOSURE SERVICES, INC.

22837 Ventura Blvd., Suite 350 Woodland Hills, CA 91364

Trustee's Sale No: WA-USB-109854

Loan No. 6830033073

## **NOTICE OF TRUSTEE'S SALE**

Pursuant to R.C.W. Chapter 61.24, et seg. and 62A.9A-604(a)(2) et seg.

1

NOTICE IS HEREBY GIVEN that the undersigned Trustee, LSI TITLE AGENCY, INC., will on April 15, 2011, at the hour of 10:00 AM, at THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG., 3RD & KINCAID, MT. VERNON, WA, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington:

LOT 27, ELK HAVEN ESTATES AS RECORDED AUGUST 6, 2002 UNDER AUDITOR'S FILE NO. 200208060083 RECORDS OF SKAGIT COUNTY, WASHINGTON

Tax Parcel No: 4797-000-027-0000, commonly known as 7936 RENIC DRIVE, SEDRO WOOLLEY, WA.

The Property is subject to that certain Deed of Trust dated 12/19/2008, recorded 12/29/2008, under Auditor's/Recorder's No. 200812290061, records of SKAGIT County, Washington, from BRAD FOWLER AND NAOMI FOWLER, HUSBAND AND WIFE, as Grantor, to ROUTH CRABTREE OLSEN-JAMES MIERSMA, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, the beneficial interest in which is presently held by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,

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.

Ш

The default(s) for which this foreclosure is/are made are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 6/1/2010, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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Failure to pay when due the following amounts which are now in arrears:

|      | nt due as of ary 14, 2011 |
|------|---------------------------|
|      |                           |
|      |                           |
| \$   | 17,965.28                 |
|      |                           |
| \$   | 982.07                    |
| ==== |                           |
| \$   | 18,947.35                 |
|      | Janu                      |

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$310,436.02, together with interest as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

٧

The above described real property will be sold to satisfy the expenses 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 April 15, 2011. The default(s) referred to in paragraph III must be cured by April 4, 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 on or before April 4, 2011, (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 at any time after April 4, 2011, (11 days before the sale date) and before the sale, by the Borrower, Grantor, any Guarantor of 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.

ΛI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

BRAD FOWLER, 7936 RENIC DRIVE, SEDRO WOOLLEY, WA, 98284 NAOMI FOWLER, 7936 RENIC DRIVE, SEDRO WOOLLEY, WA, 98284

by both first class and certified mail on 12/03/2010, proof of which is in the possession of the Trustee; and on 12/3/2010, the Borrower and Grantor were personally served 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



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The Trustee's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of their interest in the above described property.

IX

Anyone having any objection 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 same 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.

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## 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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

Sale Information Line: 714-730-2727 or Website: http://www.lpsasap.com

DATED: January 3, 2011.

LSI TITLE AGENCY, INC., AS TRUSTEE BY ASSET FORECLOSURE SERVICES, INC., AS AGENT FOR THE TRUSTEE

13926 SE Eastgate Way, Suite 115, Bellevue, WA 98005

Lilian Solano. Trustee Sale Officer

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| STATE OF CALIFORNIA   | )     |
|-----------------------|-------|
|                       | ) ss. |
| COUNTY OF LOS ANGELES | )     |

On January 3, 2011, before me, <u>Kelli J. Espinoza</u>, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared <u>Lilian Solano</u>, to me known to be the <u>Trustee Sale Officer</u> of ASSET FORECLOSURE SERVICES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

KELLI J. ESPINOZA
Commission # 1809926
Notary Public - California
Los Angeles County
My Comm. Expires Aug 17, 2012

NOTARY PUBLIC in and for the State of California, residing at: Woodland Hills My commission expires: 8/17/2012

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