## WHEN RECORDED MAIL TO:

Mortgage Lender Services, Inc. 81 Blue Ravine Rd, Ste 100 Folsom CA 95630 (916) 962-3453



TS# fc26649-5w Loan #0204743827 Title # 4560194

10055)

GUARDIAN NORTHWEST TITLE CO.

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

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee MORTGAGE LENDER SERVICES, INC., will on <u>05/13/2011</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, 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 <u>Skagit</u>, State of Washington, to-wit: LOT 1, SHORT PLAT NO. 05-0919
SEE ATTACHED FOR COMPLETE LEGAL DESCRIPTION

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Tax ID No. (P125304) 3875-000-001-0400

Commonly known as: VACANT LAND - LOT 1 LAKE CAVANAUGH, MOUNT VERNON, WA 98274

which is subject to that certain Deed of Trust recorded on 12/22/2006 AS AUDITOR NO. 200612220141, records of Skagit County, Washington, from ROBB A. DIBBLE, as Grantor(s), to WASHINGTON ADMINISTRATIVE SERVICES, INC., 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 SUNTRUST BANK, under an Assignment recorded under Auditor's File No.201101060043.

- 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: 9 monthly payments of \$666.09 each; (06/01/2010 through 02/01/2011): \$5,994.81

Late Charges: Late Charges for each monthly payment not made within 15 days of its due date: \$133.20 est.

Account Deficit: \$0

TOTAL MONTHLY PAYMENTS, LATE CHARGES AND ACCOUNT DEFICIT: \$6,128.01

- 4. The sum owing on the obligation secured by the Deed of Trust is: Principal of \$94,036.11, together with interest as provided in the note or other instrument secured from 05/01/2010, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.
- 5. 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 <u>05/13/2011</u>. The default(s) referred to in paragraph III must be cured by 05/02/2011 (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 05/02/2011 (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 any time after 05/02/2011 (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.
- 6. A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest at the following address(es):

7810 134th Avenue NE Redmond, WA 98052

by both first class and certified mail on 01/06/11, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on 01/04/11, 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 1 above, and the Trustee has possession of proof of such service or posting.

- 7. 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.
- 8. 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.
- 9. 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.



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.

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: 02/07/11

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

) ss.

COUNTY OF SACRAMENTO

On 02/07/11 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
\*\*AOTARY PUBLIC - CALIFORMA M
SACRAMENTO COUNTY
MY COMM. ESP. AMG. 13, 2013

2/9/2011 Page

3 of

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## Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1 of Skagit County Short Plat No. 05-0919, approved December 7, 2006 and recorded December 8, 2006 as Auditor's File No. 20061208012); being a portion of Lot B, "PLAT OF CAVANAWOOD SUBDIVISION NO. 1", as per plat recorded in Volume 6 of Plats, page 33, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under Patriot Lane - Private Road, as delineated on the face of said Short Plat.

201102090043 Skagit County Auditor

2/9/2011 Page

4 of

4 1:39PM