

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE INSURANCE  
COMPANY  
1920 Main Street, Suite 1120  
Irvine, CA 92614



201103240088  
Skagit County Auditor

3/24/2011 Page 1 of 4 10:25AM

CHICAGO TITLE #1005

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 4000624819 APN: P78233

TS No: 11-00329-6

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

I. NOTICE IS HEREBY GIVEN that on **June 24, 2011, 10:00 AM, at the main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, WA**, Fidelity National Title Insurance Company, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' 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 49, "PLAT OF WILDERNESS VILLAGE DIV. NO. 1", AS PER PLAT RECORDED IN VOLUME 10 OF PLATS, PAGES 48, 49 AND 50, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

which is subject to that certain Deed of Trust dated **March 16, 2004**, recorded on **April 6, 2004**, as Instrument No. **200404060097**, the terms and conditions of said Deed of Trust were modified by **Loan Modification Agreement recorded April 6, 2008 as Instrument No. 200404060098** and are subject to all of the terms and conditions contained herein, of Official Records in the office of the Recorder of Skagit County, WA from **JAMES O. BENSON AND RENEE A. BENSON, HUSBAND AND WIFE** as Grantor(s), to **PLACER TITLE CO./NAT'L CLOSING SOLUTIONS**, as Trustee, to secure an obligation in favor of **AMERIQUEST MORTGAGE COMPANY**, as Beneficiary. More commonly known as **7563 SKAGIT VIEW DRIVE, CONCRETE, WA**

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 Borrowers' 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:

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

**PAYMENT INFORMATION**

From	To	Number of Payments	Monthly payment	Total
08/01/2010	06/24/2011	11	\$1,141.78	\$12,559.58

**LATE CHARGE INFORMATION**

08/01/2010	06/24/2011	11	\$50.05	\$550.55
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**PROMISSORY NOTE INFORMATION**

Note Dated: **March 16, 2004**  
 Note Amount: **\$182,000.00**  
 Interest Paid To: **July 1, 2010**  
 Next Due Date: **August 1, 2010**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$204,902.42, together with interest as provided in the Note from the July 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 June 24, 2011. The defaults referred to in Paragraph III must be cured by June 13, 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 June 13, 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 June 13, 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):

ADDRESS

7563 SKAGIT VIEW DR  
 CONCRETE, WA 98237-9363

7563 SKAGIT VIEW DRIVE  
 CONCRETE, WA 98237

4201 MEADOWBROOK CT  
 CONCRETE, WA 98237

by both first class and certified mail on February 11, 2011, 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.



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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 who are not tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060;

**SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.lpsasap.com](http://www.lpsasap.com)  
AUTOMATED SALES INFORMATION PLEASE CALL 714-259-7850**

DATED: 03/18/2011

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
1920 Main Street, Suite 1120  
Irvine, CA 92614  
Phone No: 949-252-4900

**Juan Enriquez, Authorized Signature**

STATE OF CALIFORNIA:  
COUNTY OF ORANGE :

On 03/18/2011 before me, **Javier Vasquez Jr**, the undersigned, a Notary Public in and for said county, personally appeared **Juan Enriquez** 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.

Javier Vasquez Jr # 1739517  
My Commission Expires April 17, 2011



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Re: TS#: 11-00329-6

## **RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE**

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."



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