## WHEN RECORDED MAIL TO:

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



8/3/2011 Page

1 of

4 3:20PM

TS# fc27571-5w Loan #0145336236 Title # 5376102

GUARDIAN NORTHWEST TITLE CO.

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

101752

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee MORTGAGE LENDER SERVICES, INC., will on 11/04/2011 at the hour of 10:00AM 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 Skagit, State of Washington, to-wit: LOT 6, BLOCK 2, "EASTGATE ADDITION PLAT NO. 1. MOUNT VERNON. WASH." AS PER PLAT RECORED IN VOLUME 7 OF PLATS PAGE 40 1/2, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID No. 3907-002-006-0016 (P65159)

Commonly known as: 3340 DIVISION STREET, MOUNT VERNON, WA 98274

which is subject to that certain Deed of Trust recorded on 09/29/2006 AS INSTRUMENT NO. 200609290171, records of Skagit County, Washington, from ROSE MARIE DUVALL AND JAMES BORDERS, 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 SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS, as Beneficiary, the beneficial interest of which was assigned to SUNTRUST BANK, under an Assignment recorded under Auditor's File No. 201104280033.

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: 3 monthly payments of \$1,570.44 each; (07/01/2010 through 09/01/2010): \$4,711.32

Monthly Payment: 11 monthly payments of \$1,963.55 each; (10/01/2010 through 08/01/2011): \$21,599.05

Late Charges: Late Charges of \$74.72 for each monthly payment not made within 15 days of its due date: \$971.36

Account Deficit: \$0

TOTAL MONTHLY PAYMENTS, LATE CHARGES AND ACCOUNT DEFICIT: \$27,281.73

- 4. The sum owing on the obligation secured by the Deed of Trust is: Principal of \$235,169.72, together with interest as provided in the note or other instrument secured from 06/01/2010, 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 11/04/2011. The default(s) referred to in paragraph III must be cured by 10/24/2011 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before 10/24/2011 (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 10/24/2011 (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):

3340 Division Street, Mount Vernon, WA 98274 15466 Sunset Ln, Mount Vernon, WA 98273 3340 E. Division Street, Mount Vernon, WA 98274

by both first class and certified mail on 07/01/11, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on 06/30/11, 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 I 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.

8/3/2011 Page 2 of 4 3:20PM

- 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.
- 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.
- 10. 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 who are not tenants. After the 20<sup>th</sup> day following the sale, the purchaser has the right to evict occupants and 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.

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: 08/01/2011

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

> 201108030082 Skagit County Auditor

8/3/2011 Page

3 of

4 3:20PM

| STATE OF CALIFORNIA  | )    |
|----------------------|------|
|                      | ) ss |
| COUNTY OF SACRAMENTO | )    |

On 08/01/11 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.

