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Skagit County Auditor
7/13/2012 Page 1 of 4 12:53PM

When recorded, mail to:

ASSET FORECLOSURE SERVICES, INC.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367

Trustee's Sale No: WA-USB-11010511 Loan No. 7884466839

11012462261

NOTICE OF TRUSTEE'S SALE
Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, **PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.**, will on **November 16, 2012,** 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, to-wit:

TRACT 13, "COLLEGE MEADOW", ACCORDING TO THE PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 76, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Tax Parcel No: 4359-000-013-0004, commonly known as 2305 CARPENTER STREET , MOUNT VERNON, WA.

The Property is subject to that certain Deed of Trust dated 6/26/2008, recorded 7/2/2008 , under Auditor's/Recorder's No. 200807020044, records of SKAGIT County, Washington, from RIGOBERTO PONCE AND GABRIELA PONCE, HUSBAND AND WIFE, as Grantor, to ROUGH 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 U.S. BANK NATIONAL ASSOCIATION.

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.

III

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

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 10/1/2010, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are pain current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insure against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on sale)	Revert title to permitted vestee

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

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal $191,488.15, 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.

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. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on November 16, 2012. The default(s) referred to in paragraph III must be cured by November 5, 2012 (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 November 5, 2012, (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 November 5, 2012, (11 days before the sale date) and before the sale by the Borrower, Grantor, any Guarantor 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.

VI

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

GABRIELA PONCE, 2305 CARPENTER STREET, MOUNT VERNON, WA, 98273
RIGOBERTO PONCE, 2305 CARPENTER STREET, MOUNT VERNON, WA, 98273

by both first class and certified mail on 03/16/2012, proof of which is in the possession of the Trustee; and on 3/16/2012, the Borrower and Grantor were personally served with said written notice of default or

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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 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.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 days from the recording date on this notice to pursue mediation. **DO NOT DELAY. CONTACT A HOUSING COUNSELOR OT AN ATTORNEY LICENSED IN WASHINGTON NOW** to access your situation and refer you to mediation if you eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep house, you may contact the following:

- The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

  Telephone: 1-877-894-HOME (1-877-894-4663) Web site: www.wshfc.org

- The United States Department of Housing and Urban Development:

  Telephone: 1-800-569-4287 Web site: www.hud.gov

- The statewide civil legal aid hotline for assistance and referrals to other housing:

  Telephone: 1-800-606-4819 Web site: www.ocla.wa.gov

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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 20th 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 20th 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: July 11, 2012.

PEAK FORECLOSURE SERVICES OF WASHINGTON, INC., AS TRUSTEE
2505 3RD Ave., Suite 100, Seattle, WA 98121

By _____
Lilian Solano, Trustee Sale Officer

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

On July 11, 2012, before me, Kelli J. Espinoza, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Lilian Solano, to me known to be the Trustee Sale Officer 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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