Skagit County Auditor

WHEN RECORDED MAIL TO:
Old Republic National Title Insurance Company

2201 6th Avenue, Suite 1110 Seattle, WA 98121 (866) 263-5802 8/13/2012 Page 1 of 4 1:51PM

Trustee Sale # 12-46510 Loan # 0011710357 Title # 120037912-WA-MSI APN: #: 4076-032-007-0007

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

NOTICE IS HEREBY GIVEN that the undersigned, Old Republic National Title Insurance Company, 2201 6th Avenue, Suite 1110, Seattle, WA 98121, Trustee will on 11/16/2012 at 10:00 AM at At the main entrance of the Superior Courthouse, 205W. Kincaid Street, Mt. Vernon, 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 7 AND THE EAST 10 FEET OF LOT 8, BLOCK 32, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly known as:

1108 HAZEL AVE BURLINGTON, Washington 98233

APN: 4076-032-007-0007

which is subject to that certain Deed of Trust dated 7/27/2006, recorded 8/1/2006, under Auditor's File No. 200608010092, in Book --, Page -- records of Skagit County, Washington, from KATIE LAWSON, MARRIED AS HER SEPARATE ESTATE, as Grantor(s), to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, the beneficial interest in which was assigned to to M&T Bank, records of Skagit County, Washington.

11.

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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

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

PAYMENT INFORMATION

| FR | OM | > |
|-----|------|----|
| 9/1 | /201 | 11 |

THRU 8/8/2012 NO.PMT

<u>AMOUNT</u> \$870.71 TOTAL \$13,060.65

LATE CHARGE INFORMATION

FROM THRU 8/8/2012

NO. LATE CHARGES

TOTAL \$536.85

ESTIMATED FORECLOSURE FEES AND COSTS

| DESCRIPTION | TOTAL |
|------------------------------------|------------|
| Mailings | \$42.21 |
| NOD Service Fee | \$50.00 |
| Posting of Notice of Sale | \$50.00 |
| Publication of Notice of Sale | \$2,000.00 |
| Record Assignment of Deed of Trust | \$14.00 |
| Record Notice of Sale | \$45.00 |
| Record Substitution of Trustee | \$14.00 |
| T.S.G. Fee PLUS WA TAX | \$681.66 |
| Trustee's Fees | \$675.00 |

ADJUSTMENTS

<u>DESCRIPTION</u> <u>TOTAL</u>

OTHER \$42.00

Interest on Adjustments: \$0.00

PROMISSORY NOTE INFORMATION

Note Dated: 7/27/2006

Note Amount: \$136,000.00

Interest Paid To: 8/1/2011

Next Due Date: 9/1/2011

TOTAL DUE AS OF 8/8/2012

\$17,586,27

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$140,077.97, together with interest as provided in the Note from 9/1/2011, 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 11/16/2012. The defaults referred to in Paragraph III must be cured by 11/5/2012, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 11/5/2012 (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 cashiers or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 11/5/2012 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the or the Grantor's successor interest or the holder of any recorded junior lien or encumbrance by paying the 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 address(es):

NAME

ADDRESS

KATIE LAWSON

1108 HAZEL AVE BURLINGTON, WA 98233

Occupants/Tenants

1108 HAZEL AVE BURLINGTON, Washington 98233

KATIE LAWSON

303 E SUNSET DR

TOTTLE LAWSON V

BELLINGHAM, WA 98225-1921

KATIE LAWSON 2001 G STREET

BELLINGHAM, WA 98225

by both first class and certified mail on 6/14/2012, 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.

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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 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 who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under 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.

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Dated: 8/8/2012

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, as Successor Trustee

Cynthia Van Patten, Assistant Secretary

For additional information or service you may contact:
Old Republic National Title Insurance Company
2201 6th Avenue, Ste 1110
Seattle, WA 98121
(866) 263-5802

Automated Sales line (714) 573-1965 or visit: www.priorityposting.com

State of California) ss. County of Orange)

On 8/8/2012, before me, Florentino Aguilar, a Notary Public in and for said County and State, personally appeared Cynthia Van Patten personally known to me (or 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.

WITNESS my hand and official seal.

Signature:

Notary Public for Said County and State

FLORENTINO AGUILAR
Commission # 1957327
Notary Public - California
Orange County
My Comm. Expires Oct 21, 2015