

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614



201302280093
Skagit County Auditor

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TS No WA08000106-12-1

APN 4566-000-027-0006

TO No 6708307

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

FIRST AM

2/18

I. NOTICE IS HEREBY GIVEN that on **June 28, 2013, 10:00 AM**, at the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA 98273, MTC FINANCIAL INC. dba TRUSTEE CORPS, the undersigned Trustee, will 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:

ALL THAT PARCEL OF LAND IN CITY OF, SKAGIT COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED DOC #200408040080, ID# P100626, BEING KNOWN AND DESIGNATED AS LOT 27, LITTLE MOUNTIAN ADD, FILED IN PLAT BOOK 15, PAGE 1-5, METES AND BOUNDS PROPERTY.

APN: 4566-000-027-0006

More commonly known as **1305 SOUTH 27TH STREET, MOUNT VERNON, WA 98274**

which is subject to that certain Deed of Trust dated December 20, 2006 and recorded on January 9, 2007 as Instrument No. 200701090041 of official records in the Office of the Recorder of Skagit County, Washington from PASCUAL GONZALEZ, AS HIS SEPARATE PROPERTY as Grantor(s), to TRANSNATION TITLE as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as the original Beneficiary.

II. No action commenced by The Bank of New York Mellon as Trustee for CIT Mortgage Loan Trust 2007-1, the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary: **The Bank of New York Mellon as Trustee for CIT Mortgage Loan Trust 2007-1**
Contact Phone No: **858-649-5724**
Address: **13801 Wireless Way, Oklahoma City, OK 73134**

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:

DELINQUENT PAYMENT INFORMATION

From	To	Number of Payments	Monthly Payment	Total
May 1, 2011	February 26, 2013	23	\$799.16	\$18,380.68

LATE CHARGE INFORMATION

May 1, 2011	February 26, 2013	23	\$39.95	\$918.85
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PROMISSORY NOTE INFORMATION

Note Dated: **December 20, 2006**
Note Amount: **\$120,000.00**
Interest Paid To: **April 1, 2011**
Next Due Date: **May 1, 2011**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$117,461.09, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **June 28, 2013**. The defaults referred to in Paragraph III must be cured by **June 17, 2013**, (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 17, 2013** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' 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 **June 17, 2013** (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 current Beneficiary, The Bank of New York Mellon as Trustee for CIT Mortgage Loan Trust 2007-1 or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS
1305 SOUTH 27TH STREET, MOUNT VERNON, WA 98274;

by both first class and certified mail on August 9, 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.



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 Trustees' Sale.

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 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;

NOTICE TO GUARANTOR(S) - RCW 61.24.042 - (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustees' Sale is less than the debt secured by the Deed of Trust; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's Sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24.RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustees' Sale, or the last Trustee's Sale under any Deed of Trust granted to secure the same debt; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the Borrower or the Grantor, or the Trustee's Sale.

Dated: February 26, 2013

TRUSTEE CORPS

By:  Authorized Signatory

TRUSTEE CORPS
1700 Seventh Avenue
Suite 2100
Seattle WA 98101

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.priorityposting.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
Priority Posting and Publishing at 714-573-1965

TS No WA08000106-12-1

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TO No 6708307



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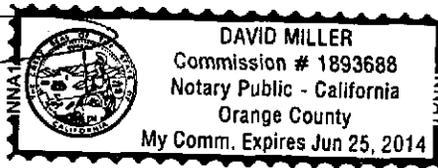
State of CALIFORNIA
County of ORANGE

On February 26, 2013, before me, David Miller, a Notary Public, personally appeared JOSEPH BARRAGAN 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.

David Miller
Notary Public in and for said County and State



To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



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Re: TS#: WA08000106-12-1

**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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**NOTICE OF FORECLOSURE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 RCW**

Pursuant to the Revised Code of Washington, the attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to The Bank of New York Mellon as Trustee for CIT Mortgage Loan Trust 2007-1, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on June 28, 2013.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorney' fees as set forth below by June 17, 2013 (11 days before the sale date). To date, these arrears and costs are as follows: Delinquent payments from May 1, 2011 in the amount of \$ 0.00 / month, as shown below:

<u>PAYMENT INFORMATION AS OF:</u>	<u>February 26, 2013</u>	<u>June 17, 2013</u>
Delinquent monthly payments in the amount of \$799.16 from 05/01/2011	\$18,380.68	\$21,577.32
Monthly late charges in the amount of \$39.95 from 05/01/2011	\$918.85	\$1,078.65
TOTALS	\$19,299.53	\$22,655.97

FORECLOSURE FEES AND COSTS DUE TO REINSTATE AS OF (Estimated Itemization):

	<u>February 26, 2013</u>	<u>June 17, 2013</u>
Trustee's Fee	\$450.00	\$600.00
Trustee's Sale Guarantee	\$590.00	\$590.00
Recording Fees	\$0.00	\$160.00
Posting Notice of Default	\$250.00	\$250.00
Certified Mailing of Notice of Default	\$30.00	\$30.00
Publication of Notice of Sale (Estimated)	\$0.00	\$1,700.00
Posting of Notice of Sale	\$0.00	\$75.00
Certified Mailing of Notice of Sale	\$0.00	\$30.00
TOTAL FEES & COSTS	\$1,320.00	\$3,435.00
TOTAL TO REINSTATE	\$20,619.53	\$22,655.97

To pay off the entire obligation secured by your Deed of Trust as of February 26, 2013 you must pay a total of \$117,461.09 in principal, \$0.00 in interest, plus other costs and advances estimated to date in the amount of \$0.00. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of the payoff date.

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

Description of Action Required to Cure and Documentation Necessary to Show Cure:

- \$0.00** Property Tax - if paid, a copy of the paid tax receipt should be included with the reinstatement funds
- \$0.00** Insurance Advance - if paid, a copy of the paid receipt should be included with the reinstatement funds

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the **June 17, 2013** (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments



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coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. Tender of payment, in the form of cash, or cashiers' check or certified checks from State or federally chartered banks, or performance must be made to:

TRUSTEE CORPS
TS No. WA08000106-12-1
1700 Seventh Avenue, Suite 2100
Seattle WA 98101
Phone: 949-252-8300

TRUSTEE CORPS
TS No. WA08000106-12-1
17100 Gillette Ave
Irvine, CA 92614

AFTER June 17, 2013, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of **\$117,461.09** plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

The court may grant a restraining order or injunction to restrain a Trustee's Sale pursuant to RCW 61.24.130 upon five days notice to the Trustee of the time when, place where and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served upon the Trustee at:

TRUSTEE CORPS
1700 Seventh Avenue, Suite 2100
Seattle WA 98101

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property;

Dated: February 26, 2013

TRUSTEE CORPS

By:  Authorized Signatory

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



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