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Skagit County Auditor

\$75.00

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4 2:48PM

WHEN RECORDED MAIL TO:  
Quality Loan Service Corp. of Washington  
C/O Quality Loan Service Corporation  
2141 5<sup>th</sup> Avenue  
San Diego, CA 92101

TS No.: WA-12-517893-SH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No.: 351013-2-001-1518

Title Order No.: 120233040-WA-GSI

Grantor(s): DAVID A HURT, CRYSTAL M HURT

Grantee(s): MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE, LLC F/K/A GMAC MORTGAGE CORPORATION

Deed of Trust Instrument/Reference No.: 200706110168

### **NOTICE OF TRUSTEE'S SALE**

Pursuant to the Revised Code of Washington 61.24, et seq.

I. **NOTICE IS HEREBY GIVEN** that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 9/13/2013, at 10:00 AM At the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA 98273 sell at public auction to the highest and best bidder, payable in the form of credit bid or cash bid in the form of 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:

**THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH SECTION LINE, NORTH 88 DEGREES 49'51 " WEST, 1,330.85 FEET TO A 1116 CORNER; THENCE NORTH 00 DEGREES 36'23" EAST 1,360.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 36'23" EAST, 440.00 FEET; THENCE SOUTH 59 DEGREES 47'19" EAST, 760.33 FEET TO THE NORTHWESTERLY MARGIN OF THE COUNTY ROAD; THENCE SOUTH 21 DEGREES 54'49" WEST, 270.00 FEET ALONG SAID NORTHWESTERLY MARGIN; THENCE NORTH 71 DEGREES 00'14" WEST, 593.25 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS TRACT 9 OF MARBLEGATE) SITUATED IN SKAGIT COUNTY, WASHINGTON Commonly known as 59573 Rockport Cascade Road Marblemount, WA 98267 However, by showing this address no additional coverage is provided.**

More commonly known as:

**59573 ROCKPORT CASCADE ROAD, MARBLEMOUNT, WA 98267**

which is subject to that certain Deed of Trust dated 5/24/2007, recorded 6/11/2007, under 200706110168 Scriveners Affidavit recorded on 4/18/2013 with instrument number 201304180085, Book number page number ; records of SKAGIT County, Washington, from DAVID A. HURT AND CRYSTAL M. HURT, as Grantor(s), to PERFORMANCE TITLE INC, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE, LLC

**F/K/A GMAC MORTGAGE CORPORATION**, as Beneficiary, the beneficial interest in which was assigned by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE, LLC F/K/A GMAC MORTGAGE CORPORATION** (or by its successors-in-interest and/or assigns, if any), to **MIDFIRST BANK**.

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/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: **\$13,200.77**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$74,174.88**, together with interest as provided in the Note from the **1/1/2012**, 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 **9/13/2013**. The defaults referred to in Paragraph III must be cured by **9/2/2013** (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 **9/2/2013** (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 **9/2/2013** (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, 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

**DAVID A. HURT AND CRYSTAL M. HURT**

ADDRESS

**59573 ROCKPORT CASCADE ROAD, MARBLEMOUNT, WA 98267**

by both first class and certified mail, 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. These requirements were completed as of **7/20/2012**.

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.

**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



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

You have only 20 DAYS from the recording date of this notice to pursue mediation.

**DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to assess your situation and refer you to mediation if you are 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 your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Toll-free: **1-877-894-HOME (1-877-894-4663)** or Web site: [http://www.dfi.wa.gov/consumers/homeownership/post\\_purchase\\_counselors\\_foreclosure.htm](http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm).

The United States Department of Housing and Urban Development: Toll-free: **1-800-569-4287** or National Web Site: <http://portal.hud.gov/hudportal/HUD> or for Local counseling agencies in Washington: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: **1-800-606-4819** or Web site: <http://nwjustice.org/what-clear>.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

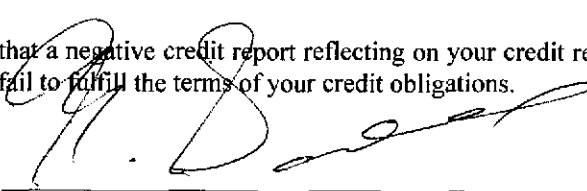


**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Dated:

**MAY 14 2013**

  
Quality Loan Service Corp. of Washington, as Trustee  
By: Michael Dowell, Assistant Secretary

Trustee's Mailing Address:

Quality Loan Service Corp. of  
Washington  
C/O Quality Loan Service Corp.  
2141 Fifth Avenue, San Diego, CA 92101  
(866) 645-7711

Trustee's Physical Address:

Quality Loan Service Corp. of Washington  
19735 10<sup>th</sup> Avenue NE, Suite N-200  
Poulsbo, WA 98370  
(866) 645-7711

Sale Line: 714-573-1965

Or Login to: <http://wa.qualityloan.com>

TS No.: WA-12-517893-SH

State of: California

County of: San Diego

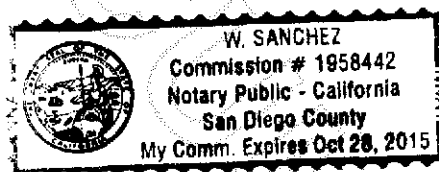
On **MAY 14 2013** before me, W. Sanchez  
appeared Michael Dowell, a notary public, personally  
who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their 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.

Signature W. Sanchez (Seal)

W. Sanchez



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