



201308060040

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\$78.00  
5 2:28PM

When recorded, mail to:

**REGIONAL TRUSTEE SERVICES CORPORATION**  
616 1st Avenue, Suite 500  
Seattle, WA 98104

Trustee's Sale No: 01-FVF-122925



**NOTICE OF TRUSTEE'S SALE**

*Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq.*

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on **November 8, 2013**, 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:

THAT PORTION OF GOV. LOT 2, SECTION 31, TOWNSHIP 35 RANGE 2 E. W.M.  
SKAGIT COUNTY, STATE OF WASHINGTON AS MORE FULLY DESCRIBED IN  
EXHIBIT "A" ATTACHED HERETO.

Tax Parcel No: 35023100520007, commonly known as 11421 O AVENUE,  
ANACORTES, WA.

The Property is subject to that certain Deed of Trust dated 6/28/2007, recorded 7/3/2007, under Auditor's/Recorder's No. 200707030004, records of SKAGIT County, Washington, from RICHARD G. BERENDS, A MARRIED MAN, AS HIS SEPARATE PROPERTY, as Grantor, to JOAN H. ANDERSON, EVP ON BEHALF OF FLAGSTAR BANK, FSB., as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALLIED HOME MORTGAGE CAPITAL CORP. ITS SUCCESSORS AND ASSIGNS, as Beneficiary, the beneficial interest in which is presently held by U.S. Bank Trust, N.A., as Trustee for VOLT NPL IX Asset Holdings Trust. Deed of Trust modified by that certain Loan Modification Agreement dated 9/30/2008, and further modified by that certain Loan Modification Agreement dated 6/18/2009.

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

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

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

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

	Amount due as of August 9, 2013 -----
<b>Delinquent Payments from January 01, 2010</b>	
16 payments at \$ 1,586.78 each	\$ 25,388.48
13 payments at \$ 1,560.15 each	\$ 20,281.95
15 payments at \$ 2,183.84 each (01-01-10 through 08-09-13)	\$ 32,757.60
<b>Late Charges:</b>	\$ 2,659.60
<b>BENEFICIARY ADVANCES</b>	
<b>TOTAL UNCOLLECTED</b>	\$ 8,111.10
<b>Suspense Credit:</b>	\$ 0.00
	=====
<b>TOTAL:</b>	\$ 89,198.73

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$322,328.51, 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 expenses 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 8, 2013. The default(s) referred to in paragraph III must be cured by October 28, 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 on or before October 28, 2013, (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 October 28, 2013, (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:

CORINA J BERENDS, 11421 0 AVENUE, ANACORTES, WA, 98221

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CORINA J BERENDS, 215 TORRENCE LANE, OAK HARBOR, WA, 98277  
CORINA J BERENDS, 4027 M AVENUE, ANACORTES, WA, 98221  
RICHARD BERENDS, 11421 0 AVE, ANACORTES, WA, 98221  
RICHARD G BERENDS, 11421 0 AVENUE, ANACORTES, WA, 98221  
RICHARD G BERENDS, 215 TORRENCE LANE, OAK HARBOR, WA, 98277  
RICHARD G. BERENDS, 4027 M AVENUE, ANACORTES, WA, 98221  
SPOUSE OF RICHARD G BERENDS, 215 TORRENCE LANE, OAK HARBOR, WA, 98277  
SPOUSE OF RICHARD G BERENDS, 11421 0 AVENUE, ANACORTES, WA, 98221  
SPOUSE OF RICHARD G. BERENDS, 4027 M AVENUE, ANACORTES, WA, 98221

by both first class and certified mail on 7/1/2013, proof of which is in the possession of the Trustee; and on 6/28/2013, the Borrower and Grantor were personally served 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's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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.

#### X

#### 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 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 proceeding under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with section 2 of this act.



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DATED: 8/2/2013

REGIONAL TRUSTEE SERVICES CORPORATION  
Trustee

By   
TIMOTHY FIRMAN, AUTHORIZED AGENT

Address: 616 1st Avenue, Suite 500  
Seattle, WA 98104


Phone: (206) 340-2550

Sale Information: [www.rtrustee.com](http://www.rtrustee.com)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

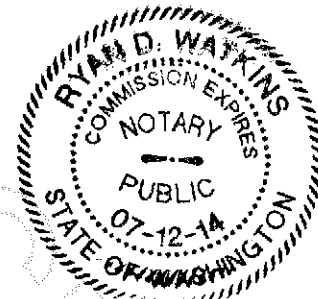
On 8/2/2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TIMOTHY FIRMAN, to me known to be the AUTHORIZED AGENT of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of 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 seal the day and year first above written.

  
Notary Public residing at Seattle WA

Printed Name: Ryan D. Watkins

My Commission Expires: 2-12-14



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## EXHIBIT FOR LEGAL DESCRIPTION

Trustee's Sale No. 01-FVF-122925

### EXHIBIT 'A'

That portion of the Southeast  $\frac{1}{4}$  of Government Lot 2, in Section 31, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest corner of said subdivision;

thence South  $0^{\circ}11'$  West 20.0 feet;

thence North  $89^{\circ}57'37''$  East 16.50 feet to the intersection of the South line of Allen Spradley Road and the East line of the County road named Avenue "O" said point being the true point of beginning;

thence North  $89^{\circ}57'37''$  East 91.33 feet;

thence South  $0^{\circ}03'30''$  West 185 feet;

thence South  $89^{\circ}57'37''$  West 91.33 feet, more or less, to the East line of Avenue "O";

thence North  $0^{\circ}11'$  East 185 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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