

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY
135 Main Street, Suite 1900
San Francisco, CA 94105



201309030222

Skagit County Auditor

\$74.00

9/3/2013 Page

1 of

3 2:42PM

TS No: 12-00500-3
Loan No: 7143486236
APN: P82528

110557

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

I. NOTICE IS HEREBY GIVEN that on **January 10, 2014, 10:00 AM, at the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA**, Fidelity National Title Insurance Company, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' 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 14, PLAT OF GARDEN MEADOW, AS PER PLAT RECORDED IN VOLUME 13, OF PLATS, PAGE 48 RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON APN# P82528

which is subject to that certain Deed of Trust dated July 8, 2006, recorded on July 15, 2005, as Instrument No. 200507150001 of Official Records in the Office of the County Recorder of Skagit County, WA from RITA A MURILLO, AS HER SEPARATE PROPERTY as the original Grantor(s), to FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, as the original Trustee, to secure an obligation in favor of OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, as the original Beneficiary. The current Beneficiary is: Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2005-OPT3, Asset-Backed Certificates, Series 2005-OPT3, (the "Beneficiary").

More commonly known as 22882 CHERYL DR, SEDRO-WOOLLEY, WA

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 Borrowers' 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: failed to pay payments which became due; together with late charges due; together with other fees and expenses incurred by the Beneficiary; . The total amount of payments due is: \$38,858.82; the total amount of late charges due is \$322.26; the total amount of advances made is/are \$11,715.41.

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$166,446.25, together with interest as provided in the note or other instrument secured from November 1, 2010, 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 January 10, 2014. The defaults referred to in Paragraph III must be cured by December 30, 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 December 30, 2013 (11 days before the sale) 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 any time after December 30, 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 address(es):

PO BOX 186
SEDRO WOOLLEY, WA 98284-0186

22882 CHERYL DR
SEDRO-WOOLLEY, WA 98284-8679

22882 CHERYL DR
SEDRO-WOOLLEY, WA 98284

by both first class and certified mail on October 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 Trustee's 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;

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 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



